



**Client:** Blairgowrie Evangelical Church

**Date of Valuation:** 13 December 2021

**Property:** Church Hall, Kirk Wynd,  
Blairgowrie, PH10 6HN

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## 1. CONFIRMATION OF INSTRUCTIONS

### 1.1 Introduction

We refer to your instructions of 08 December 2021 and our Terms and Conditions of Engagement dated 08 December 2021 a copy of which is reproduced in Appendix 1. We understand that a Summary Valuation is sufficient for current purposes and that a more detailed Valuation Report is not required.

In accordance with these instructions, an inspection of the property was undertaken by Jonathan Reid BLE (Hons) MRICS, acting as an external valuer, on 13 December 2021. The extent of the inspection carried out is as described in the attached Scope of Work and Valuation Assumptions and any specific limitations will be outlined within this summary report.

We can confirm Jonathan Reid BLE (Hons) MRICS (an RICS Registered Valuer) has the necessary knowledge and expertise to provide the advice required.

This report has been prepared in accordance with the RICS - Global Standards 2020 incorporating the IVSC International Valuation Standards.

### 1.2 Date of Valuation

13 December 2021

### 1.3 Conflict of Interest

We are not aware of any conflict of interest that would preclude us from providing the valuation advice requested.

### 1.4 Professional Indemnity

J & E Shepherd maintain Professional Indemnity Insurance with various Lloyds Syndicates and London Company Markets led by Zurich Insurance Plc with a limit of indemnity set at a level which is proportionate to the instruction as fully outlined within the Terms and conditions of Engagement previously provided and appended to this report.

### 1.5 Purpose of Valuation

This summary report is provided for disposal purposes.

Whilst this report may be suitable for secured lending purposes, any lender wishing to rely upon its contents should instruct this Firm to prepare a further report which addresses the lenders specific reporting assumptions and requirements.

### 1.6 Interest Valued

Heritable (Scottish equivalent of English Freehold).

### 1.7 Basis of Value

Our Valuation has been prepared to determine Market Value with vacant possession.

### 1.8 Sources of Information

For the purpose of this valuation we have considered and relied upon a range of information provided to us which we have assumed to be true and correct.

### 1.9 Scope of Work and Valuation Assumptions

The scope of work and valuation assumptions adopted for the purposes of this report are set out in Appendix 4.

### 1.10 Verification

Before any financial transaction is entered into the validity of the assumptions that we have adopted should be verified. Any variation should be referred to us immediately, as this could impact the valuation(s) reported.

## 2. LOCATION

Blairgowrie is located some 15 miles north of Perth and approximately 20 miles north west of Dundee. This is an established market town with a resident population in the region of 6,500 persons (Source Perth and Kinross Council).

Blairgowrie is the market town for the surrounding area and a centre for holidaymakers being a well known passing point for tourists and skiers. There is also an emphasis on the agricultural industry in particular soft fruit production.

The town is served by a comprehensive range of facilities and amenities including a wide range of shops with a number of multiple retailers including a Tesco's Supermarket. There is both primary and secondary schooling and in addition the town is served with medical services including a Cottage Hospital.

Much of the expanding population work in the nearby cities of Dundee and Perth.

The subjects are located upon Kirk Wynd a predominantly residential location in close proximity to the town centre.

The location of the property is shown on the appended Location Plan within Appendix 2.

## 3. DESCRIPTION

The subjects comprise a detached church hall which at the date of inspection was no longer in use but had previously been occupied by Blairgowrie Evangelical Church.

The main walls are of stone construction with a pitched slate roof over. The walls are part cement rendered and roughcast externally to the rear elevation.

The building is planned over a single storey to the front elevation and extends into a two storey section to the rear.

The property is accessed to the front elevation and with separate access doors to the side elevations at both the ground and lower ground floors.

The flooring is a combination of suspended timber and solid construction.

The subjects comprise a main hall which is well presented with feature timber roof trusses and stainless steel windows. There is a raised stage area to the rear of the hall.

To the rear of the subjects there is a large meeting room and stores, kitchen and toilet facilities.

To the side of the premises there is a shared gravel drive which provides limited car parking and to the rear of the property the ground slopes heavily and we understand this ground does not form part of the subject premises.

## 4. AREAS

The property provides the following accommodation and approximate floor areas:

Description	Area (sq m)	Area (sq ft)
Ground		
Entrance Vestibule, Main Hall, Store, Meeting Room, Kitchen and Female W.C.	211.04	2,272

Lower Ground		
2 Offices, Cloakroom and Toilet Facilities.	59.73	643
Lower Ground		
Storage	35.45	382
<b>Total</b>	<b>306.22</b>	<b>3,297</b>

The above areas, which have been calculated from on site measurements have been calculated on a Gross Internal area in line with the RICS Property Measurement Professional Statement (2<sup>nd</sup> Edition) and the RICS Code of Measuring Practice (6<sup>th</sup> Edition).

## 5. SERVICES

The property is understood and assumed to connect to mains supplies of water, gas and electricity. Drainage is understood and assumed to be into the main public sewer.

Space heating is principally provided by means of a gas fired central heating system.

None of the systems, circuits or services have been checked or tested for the purpose of this report.

## 6. STATE OF REPAIR

We have not been instructed to provide a report upon the structure and fabric of the property however a visual, non disruptive inspection of the property was undertaken for the current purposes.

When arriving at our valuation the general condition of the property has been considered however it is beyond the scope of this summary to provide detail in this regard. It is likely that any potential purchaser will seek to have a condition survey over the premises to include a timber/damp specialist report.

Unless otherwise stated, when arriving at our valuations we have assumed that there are no defects pertaining to the property that would impact on the values. The above should not be considered as an exhaustive list. Should detailed reports on the condition of the property be required or where specialist advice is recommended, our Building Consultancy Department would be pleased to deal with this on receipt of further written instructions.

## 7. STATUTORY ENQUIRIES

### 7.1 Structure and Local Plan

The TAYplan Strategic Development Plan was approved by Scottish Ministers on 8<sup>th</sup> June 2012. It sets out land use and planning policies to guide where development should and should not go for the next 20 years or so.

The Perth & Kinross Local Development Plan was adopted on 29<sup>th</sup> November 2019. The Local Development Plan is a statutory document that guides all future development and uses of land. It acts as a catalyst for changes and improvements in the area and shapes the environment and economy of Perth and Kinross. The Local Development Plan provides clear guidance and what development will or will not be allowed and where. It addresses a wide range of policy issues including housing, shop and business industry, transport, recreation and natural heritage.

The Local Development Plan provides the framework against which planning applications are assessed and will be reviewed every 5 years to ensure an up to date plan is in place to guide future development in the area.

### 7.2 Current Planning Use/Consent(s)

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The subjects are currently used as a church hall and accordingly we have assumed that the subjects will benefit from an unrestricted Class 10 (non-residential institutions) consent, all in terms of the Town and Country Planning (Use Classes) (Scotland) Order 1997. Should this prove not to be the case, then it is assumed that a Certificate of Established Use can be demonstrated or otherwise the values reported herein may be impacted.

### 7.3 Rateable Value

Rateable Value - £5,700

The poundage rate for the financial year 2021/2022 is 49 pence for properties with a Rateable Value up to £51,000. For properties with a Rateable Value between £51,001 and £95,000 the rate is 50.3 pence and 51.6 pence for properties with a Rateable Value in excess of £95,000.

### 7.4 Other Matters

When arriving at our valuations we have assumed that the property has an unimpeded right of access onto an adopted highway and that any/all necessary licences and consents are in place for usage and any alterations. We have assumed that the subjects comply with all relevant legislation including (but not exclusively) the Fire (Scotland) Act 2005 and The Equality Act 2010 and that if/when listed or in a conservation area that there would be no issues which would impact on value. This should however be checked and changes may impact on the values reported.

## 8. TENURE

Assumed Heritable (Scottish equivalent of English Freehold). We have not had sight of a report on title and assume that the title deeds contain no onerous or restrictive conditions and that the existing use complies fully with current planning law.

## 9. ENVIRONMENTAL CONSIDERATIONS

We have carried out no environmental investigations and we have assumed that there is no existence of contamination or site/ground condition issues which would affect value. Similarly we have assumed that there are no Asbestos, Radon Gas, Japanese Knotweed or other invasive species issues that would affect value.

We have not had sight of the EPC for the property and for the purposes of this summary have assumed there are no issues in this regard.

When arriving at our valuations we have assumed that there is no history of flooding, no flood issues that would impact on the property and that the property can obtain insurance. Should this not prove to be correct it may impact on the values reported herein and we would recommend further checks are made.

We have made no investigations with regard to whether the property is within an area where coal mining has taken place and for the purposes of this summary we have assumed that there are no issues or risk of movement from underground mine workings in this regard however would recommend that further checks are made.

We reserve the right to amend our valuations on sight of any further information with regard to any of these items as noted herein and above.

## 10. VALUATIONS

Our valuation(s) have been prepared in accordance with the Royal Institution of Chartered Surveyors (RICS) - Global Standards 2020 incorporating the IVSC International Valuation Standards. Any departures from this will be clearly stipulated within our report. All valuations will be carried out under the definitions of the various valuation bases set out by the RICS, which are appended.

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## 10.1 Market Value

We are of the opinion that the Market Value of the property with vacant possession as at 13 December 2021, may be fairly stated as being in the sum of **£95,000 (Ninety Five Thousand Pounds)**

The outbreak of Covid-19, declared by the World Health Organisation as a Global Pandemic on the 11th March 2020, has and continues to impact many aspects of daily life and the global economy – with real estate markets continuing to experience lower levels of transactional activity and liquidity. Travel, movement and operational restrictions have been implemented by many countries and in some cases, 'Lockdowns' have been applied to varying degrees and to reflect further waves of Covid-19. Although these new waves may imply a new stage of the crisis, they are not unprecedented in the same way as the initial impact. The pandemic and the measures taken to tackle COVID-19 continue to affect economies and real estate markets globally albeit as at the date of valuation property market are mostly functioning again.

We continue to be faced with an unprecedented set of circumstances caused by COVID-19. In the case of the subject property(ies), as at the date of valuation, transaction volumes and relevant evidence are at an adequate level upon which to base an opinion of value. Accordingly our valuation is not reported as being subject to 'Material Valuation Uncertainty' as set out in VPS 3 and VPGA 10 of the RICS Valuation - Global Standards.

For the avoidance of doubt, the inclusion of this explanatory note (and where applicable) the 'Material Valuation Uncertainty' declaration above does not mean that the valuation(s) cannot be relied upon. Rather, the declaration has been included to ensure transparency and to provide further insight as to the market context under which the valuation opinion(s) was prepared. In recognition of the potential for market conditions to move rapidly in response to changes in the control or future spread of COVID-19 we highlight the importance of the valuation date and recommend that you keep the valuation/s contained within this report under frequent review.

The above mentioned valuation figure makes no allowance for any effect on value of the imposition of Value Added Tax on some property transactions.

## 11. SPECIAL VALUATION ASSUMPTIONS

When arriving at our valuations we have assumed that there are no defects pertaining to the property which would impact on the values noted herein.

## 12. LIMITATION AND PUBLICATION

This valuation report is prepared solely for the use of the named client. No responsibility is accepted to any other party for the whole or any part of its contents. It may be disclosed to other professional advisors assisting in respect of the purpose for which the valuation is prepared.

Neither whole nor any part of this valuation report, nor any reference thereto may be included in any published document, without the valuer's written approval over the form and context which it may appear.

We trust that this report will be satisfactory for your present purposes.

Yours faithfully

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*Jonathan Reid*

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Inspected and Prepared By  
Jonathan Reid BLE (Hons) MRICS  
RICS Number: 0852215  
For and on behalf of J & E Shepherd  
Chartered Surveyors

15 December 2021

*Gerry McCluskey*

.....  
Approved By  
Gerry McCluskey Dip Prop Invest MRICS  
RICS Number: 0081142  
For and on behalf of J & E Shepherd  
Chartered Surveyors

15 December 2021



## APPENDIX 1 - TERMS AND CONDITIONS OF ENGAGEMENT

### COMMERCIAL SUMMARY VALUATION REPORT TERMS AND CONDITIONS OF ENGAGEMENT

J & E Shepherd  
13 Albert Square, Dundee, DD1 1XA



To: Ian Henderson, Blairgowrie Evangelical Church, Kirk Wynd, Blairgowrie, PH10 6HN.

Date: 8<sup>th</sup> December 2021.

Dear Ian,

We write to confirm your instructions to inspect and provide a summary valuation report of the property at: -

PROPERTY TO BE VALUED:	Church Hall, Kirk Wynd, Blairgowrie, PH10 6HN
INTEREST TO BE VALUED:	Hertable (Scottish equivalent of English Freehold) Interest.
PURPOSE OF VALUATION:	Proposed sale.

The instruction is based on the following information and is subject to the undemoted Terms and Conditions of Engagement.

INSTRUCTING PARTY:	Ian Henderson
CLIENT:	Blairgowrie Evangelical Church
PRICE QUOTED/AGREED:	N/A
CLASSIFICATION OF PROPERTY:	Church
STATUS OF VALUER:	RICS Registered External Valuer
DATE OF VALUATION:	As at date of Valuation Report
SPECIAL ASSUMPTIONS:	None
INFORMATION TO BE RELIED UPON:	None
REPORT TYPE:	Summary Valuation Report
SURVEYOR:	Jonathan Reid
ACCESS ARRANGEMENTS:	Via client

FEE £650 exclusive of VAT plus any agreed additional costs/fees associated with separate specialist investigations.

Unless otherwise agreed, the fee invoice will be made out in the name of the instructing party who will be liable for payment. It is expected that payment will be received within 14 days of issue.

In the event of our fee for the services provided in terms of this Contract, V.A.T thereon and/or outlays incurred on your behalf in connection therewith not being settled within our standard settlement terms of 14 days, we reserve the right:-

1. To instruct Solicitors, Debt Collection Agents or other third parties to endeavour to collect said fees, V.A.T. and outlays for us. It is a specific condition of our accepting instructions from you that in the event of said Solicitors, Debt Collection Agents or third parties being instructed by us, you will be liable to reimburse us for the whole fees and other costs charged by them to us and thereby incurred in that connection; and

2. To exercise our statutory right under the Late Payment of Commercial Debts (Interest) Act, 1998 as amended by the Late Payment of Commercial Debts Regulations, 2002 and any subsequent legislation to claim interest and compensation for debt recovery costs under such legislation.

THE VALUER: J & E Shepherd, Chartered Surveyors at the address shown above.

#### Summary Valuation Report

You understand that the Summary Valuation Report provides a brief overview of the property only together with a valuation. It does not provide detail on the property or its condition, nor does it provide a market commentary, comment on demand or market conditions or comparable information. If any of this information is required then a more detailed report should be instructed.

#### **Terms and Conditions of Engagement**

We are not aware of any conflict of interest that would preclude us from providing the valuation advice requested. The Valuer shall inspect the property to be valued and shall provide a written summary report and valuation. Unless the property is to be valued as part of an operational entity the valuation shall not include trade fixtures and fittings, tenant's improvements, plant and machinery unless specifically agreed in writing.

Following discussion with the instructing party and/or client it is understood that the valuation is required for **sale purposes**. On this understanding the Valuer will assess the valuation on the basis of **Market Value**. The summary valuation report is not suited for secured lending purposes and cannot be relied on for same.

The valuation will be undertaken in accordance with the RICS – Global Standards 2020 incorporating the IVSC International Valuation Standards and on the basis of our Scope of Work and Valuation Assumptions attached and appended to the report. Compliance with these standards and external inspection of the report may be required during investigation by the RICS for the purposes of administration of the institutions conduct and disciplinary regulations.

The valuation report is prepared solely for the use of The Client. No responsibility is accepted to any other party for the whole or any part of its contents. It may be disclosed to another professional advisor assisting in respect of the purpose for which this valuation is prepared. Neither the whole nor any part of the Report, nor reference thereto may be included in any published document, without the Valuers written approval over the form and context in which it may appear.

## COMMERCIAL SUMMARY VALUATION REPORT TERMS AND CONDITIONS OF ENGAGEMENT

J & E Shepherd  
13 Albert Square, Dundee, DD1 1XA



### Energy Performance Certificate

If you provide us with an EPC produced by anyone other than J & E Shepherd you agree we may treat it as having been prepared using best practice and accurate. Otherwise unless instructed to provide one, we will presume that there are no matters covered by an EPC which would affect the property's value.

### Consumer Contracts

If you are a consumer you have a right to cancel your contract with us under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Regulations") if your contract with us is an off-premises or distance contract. Please read this information carefully.

You have the right to cancel an off-premises or distance contract with us without giving any reason. The cancellation period will expire at the end of 14 days after the day on which you receive these terms and conditions. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail to us at the address on the letter enclosing these terms). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you exercise your right to cancel, we will reimburse to you all payments received from you pursuant to this letter of engagement. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract. We will make the reimbursement using the same means of payment as you used to make the payment to us, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period (see below), you are liable to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

In terms of the Regulations, we cannot start to provide services to you under this letter of engagement during the cancellation period unless you expressly request us to do so. If you ask us to supply services during the cancellation period you will lose your right to cancel your contract with us if, having made the request, the services are fully performed during the cancellation period, and if you exercise your right to cancel during the cancellation period, and the services have been partly performed, you will be liable to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

### Data Protection

#### Privacy Policy

In the course of providing services to you, we may collect or receive personal data or sensitive personal data relating to you and (where the client is a company) your employees, officers, and shareholders or (where the client is an individual) members of your family. In line with the new UK General Data Protection Regulation (UK GDPR) we have updated our Privacy Policy to provide detailed information on how we use and protect personal information and your rights in relation to this. The updated Privacy Policy can be viewed in full at [www.shepherd.co.uk/information/privacy-policy](http://www.shepherd.co.uk/information/privacy-policy). If you have any questions, queries or requests, please contact us at [dataprotection@shepherd.co.uk](mailto:dataprotection@shepherd.co.uk) and we will endeavour to respond to you as quickly as possible.

### Money Laundering Regulations

We are obliged in certain circumstances to identify our clients in accordance with the requirements of the Money Laundering Regulations 2007. We are likely to request from you, and retain some information and documentation for these purposes and/or make searches of appropriate databases electronically. For the avoidance of doubt, searches may also be conducted on directors and "beneficial owners" of the client as is required by the legislation. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which we are not able to proceed with the instructions.

The provision of certain of our services is business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, we may be required to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the tipping off provisions of the legislation.

### Limitation of Liability

Neither party will be liable for any loss of profit (other than in respect of our fees, costs or charges), loss of business or goodwill, or for any special, indirect or consequential loss or damage suffered by the other (including as a result of an action brought by a third party), save that nothing in these Terms of Engagement will exclude or restrict any liability which either party may have for death or personal injury arising out of negligence, fraudulent misrepresentation or any other liability which cannot be restricted or excluded by law. We will not be liable for any loss which may occur as a result of your reliance on a subsequent valuation in, among other things, any discharge of any loan or advance of further funds.

We will not be liable for any loss as a result of your receipt of any information, data or communications supplied or sent by us electronically, where through no fault of our own the relevant information, data or communication has been corrupted or otherwise modified as a result of it being supplied or sent electronically. You will be responsible for ensuring that any materials you provide or send us by any electronic medium and/or by computer disk are, and remain, virus free.

Subject to the above, our total liability in contract, including negligence or breach statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this appointment or otherwise under the Terms of Engagement, unless otherwise agreed in writing, be on the basis of a liability cap set at a level which is proportionate to the instruction as follows:

Market Value of the Property as Existing	Liability Capped at:
£250,000 and below	£5,000
£250,001 to £500,000	£10,000
£500,001 to £1,000,000	£20,000
£1,000,000 or above	25% of any loss attributable to us after the application of the following provisions on just and equitable shares, up to a maximum of £250,000

COMMERCIAL SUMMARY VALUATION REPORT  
TERMS AND CONDITIONS OF ENGAGEMENT

J & E Shepherd  
13 Albert Square, Dundee, DD1 1XA



Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs our liability if any for any loss or damage ('the loss and damage') under this Appointment shall not exceed such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and on the assumptions that:

- all other consultants, contractors, sub-contractors, project managers and advisers engaged in connection with the transaction have provided contractual undertakings on terms no less onerous than those set out here;
- there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between you and any other party referred to in this clause and any such other party who is responsible to any extent for the loss and damage is contractually liable to you for the loss and damage; and
- all the parties referred to in this clause have paid you such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Claims shall be brought only against the firm of J&E Shepherd and no liability shall rest with any individual partner (save through J&E Shepherd), employee or agent of J & E Shepherd.

Should any part of this section be held to be unenforceable for any reason, the remainder of the agreement and this section shall remain in full force and effect.

Complaints Procedure

In accordance with the Royal Institution of Chartered Surveyors Rules of Conduct, J&E Shepherd, Chartered Surveyors operate a formal procedure to deal with complaints from clients and others. Our Complaints Handling Procedure is intended to:-

Provide certainty for both the company and individuals; Ensure a fair and transparent process is adhered to; Enable a written policy to be provided on request, to satisfy the expectations of external consumers and the RICS.

Full details of our Complaints Handling Procedure are available from [Complaints@shepherd.co.uk](mailto:Complaints@shepherd.co.uk).

If you remain dissatisfied with any aspect of our handling of your complaint, then we will attempt to resolve this promptly through negotiations and otherwise agree to enter into mediation via the Surveyors Ombudsman Services-Property (OS-P), an independent service set up to adjudicate on disputes between Chartered Surveyor firms and consumers.

Governing law

This agreement shall be governed by and construed in accordance with the law of Scotland and is subject to the exclusive jurisdiction of the Scottish Courts.

Confirmation of Instruction

Please check that the terms incorporate your instructions and sign below and return to us to confirm instructions. If we do not hear from you by return, we shall assume that all matters are in order and we will proceed with the instructions as detailed herein.

Signature:	Date:
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#### DEFINITION OF VALUE

The agreed basis of valuation is as noted on page one of these terms, which is defined in the RICS Valuation Standards and is reproduced below.

#### Market Rent

The estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

#### Market Value

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

#### Existing Use Value

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had acted knowledgeably, prudently and without compulsion - assuming that the buyer is granted vacant possession of all parts of the asset required by the business, and disregarding potential alternative uses and any other characteristics of the asset that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost.

#### Worth and Investment Value

The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

#### Fair Value

The estimated price for the transfer of an asset or a liability between identified knowledgeable and willing parties that reflects the respective interests of those parties.

#### SCOPE OF WORK AND VALUATION ASSUMPTIONS

The Valuer has inspected the property for the purpose of providing an opinion of Market Value and/or Market Rent as instructed. The Valuer has undertaken a visual inspection of so much of the exterior and interior of the property as was accessible safely and without undue difficulty. The inspection was carried out whilst standing at ground level within the boundaries of the site and adjacent public/communal areas and whilst standing at the various floor levels.

#### REPAIR AND CONDITION

This report constitutes a valuation and not a building survey. The Valuer was under no duty to carry out a building survey or to inspect those parts of the property that are covered, unexposed or inaccessible or to raise boards, move any fixtures, fittings or contents or to arrange for the testing of heating or other services. It has been assumed that all services, and any associated controls or switches, are in working order and free from defect. Roof voids and sub-floor areas were only inspected where readily available and safe access was available.

Comments, if any, on the physical condition of the foundations, walls, floors, ceilings, roof or roof voids, roof coverings, chimneys, gutters, drains, pipes, tanks and services etc., must be read in this context. If further information is required a separate survey with respect to these items or to other parts of the property related thereto must be specifically instructed in writing.

In undertaking the inspection, the general state of repair and condition of the property has been taken into account. The inspection was not a Building or Structural survey and this report is not intended to detail minor defects which do not materially affect value. If however, minor defects are mentioned in the report, they should be regarded as indicative and not an exhaustive list of defects. For the purposes of the Valuation, it is assumed that the property is in a reasonable repair.

Woodwork or other parts of the property, which were covered, unexposed or inaccessible, have not been inspected and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects.

#### STATUTORY ENQUIRIES

We have not secured a written planning history from the local authority nor have we made formal enquiries to other relevant bodies. The information contained within this report therefore represents our findings based on verbal enquiries with the relevant statutory bodies and investigations thought appropriate. Whilst the information provided is taken to be accurate, we have assumed that a full planning history and further formal enquiries will be conducted by your legal advisors. Any discrepancy should be immediately notified to ourselves in order that we may advise whether this may impact our valuation(s) reported.

Unless stated otherwise within this report and in the absence of any information to the contrary, we have assumed that:

all buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;

the property is not adversely affected by town planning or road proposals;

all alterations, additions or extension to the property have received all necessary Town Planning Consents, Building Authority Approvals (Building Warrants) and Completion Certificates;

the property complies with all relevant statutory and local authority requirements, including but not limited to Fire Regulations, The Equality Act, The Control of Asbestos Act, The Licensing Scotland Act, Health and Safety Regulations, Environmental Health Regulations and similar;

#### FIXTURES & FITTINGS

Unless otherwise specified the following items are excluded, except in the case of Trading Related valuations where they are specifically included, unless stated to the contrary:

All items of process plant and machinery, tooling and other equipment not primarily serving the building, cranes, hoists, conveyors, elevators, structures which were ancillary to, or form part of an item of process plant and machinery, sewerage plant primarily concerned with treating trade effluents, air conditioning forming part of a computer installation or primarily serving plant.

In the case of trading related valuations, all items of trade equipment and fittings currently present within the property that are necessary for the continued operation of the business are assumed to be owned outright (unless otherwise stated) and included with the sale of the business. No tests have been undertaken to establish the operation of the trade fixtures and fittings which are assumed to be in good working order.

#### INFORMATION SOURCES

All information provided to the valuer by the client and/or the client's professional advisors or any other party is assumed to be complete and correct.

#### TITLE, TENURE AND TENANCIES

It is assumed that there are no encumbrances or unduly onerous restrictions, easements, servitudes, outgoings, conditions or other burdens that would have an adverse effect upon the value of the property and that a good and marketable title is held.

We do not generally have access to all leases, title deeds, or other legal documents relating to the property.

Any information recorded in this report represents our understanding of the relevant documents provided. We should emphasise that the interpretation of the documents of title (including relevant deeds, leases and planning consents), is the responsibility of your legal advisor.

Unless otherwise stated and in the absence of any information to the contrary, we have assumed that:

a. There are no tenant's improvements that will materially affect our opinion of the rent that would be obtained at next review or lease renewal;

b. The tenants will meet their obligations under their leases and are responsible for insuring the property or reimbursing the cost of insurance to the landlords, payment of business rates, and all repairs, whether directly or by means of a service charge;

c. There are no user restrictions or other restrictive covenants in leases which would adversely affect value;

d. Where appropriate, permission to assign the interest being valued would not be withheld by the landlord;

e. Vacant possession can be secured for all accommodation let on a temporary basis, serviced occupancy etc.

Where we have not conducted credit enquiries on the financial status of any of the tenants, we have, reflected our general understanding of the likely perception of the tenants in the marketplace. Accordingly, purchasers should satisfy themselves of the financial strength of the tenants prior to purchase.

#### GROUND AND ENVIRONMENTAL INVESTIGATIONS

We will not carry out or commission a site investigation or geophysical or geophysical survey. We will, therefore, not be able to give any opinion or assurance or guarantee that the ground has sufficient load bearing strength to support any of the existing constructions or any other constructions that may be erected in the future. We also cannot give any opinion or assurance or guarantee that there are no underground mineral or other workings beneath the site or in its vicinity nor that there is no fault or disability underground that might affect the property or any construction thereon. We have, unless otherwise stated, assumed that there are no abnormal site or ground conditions, nor archaeological remains present which might adversely affect the current or future occupation, development or value of the property.

We will not undertake or commission an environmental assessment to establish whether contamination exists or may exist. We will not carry out any detailed investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any contamination or potential for contamination of the subject property from these uses or properties.

Therefore, for the purposes of our Valuation Report, unless definitive information to the contrary is made available to us, we will normally assume that no contamination exists in relation to the property which would affect value.

Should it be established subsequently that contamination exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the value(s) set out in the report. You should therefore inform us of this immediately and we will reconsider our opinion of value accordingly.

Similarly we have assumed there are no EPC, asbestos, Radon gas, Japanese Knotweed, Invasive species or flooding issues that would affect value. We reserve the right to amend our valuations on sight of any further information with regard to any of these items as noted herein and above.

No tests have been carried out to determine whether or not any deleterious or hazardous building materials including (but not limited to) asbestos, composite paneling and flammable insulation have been incorporated in the construction or subsequent alterations of the premises. We have, unless otherwise stated, assumed that there are no deleterious or hazardous materials within the property which might adversely affect the current or future occupation, development or value of the property. Specifically the Valuer has not carried out an Asbestos inspection and has not acted as an Asbestos Inspector in completing the valuation inspection of the Property that may fall within the current control of Asbestos at Work Regulations. No enquiry has been made with the Duty Holder, as defined in the Control of Asbestos in the Workplace Regulations, of the existence of an Asbestos Register, or of any Plan for the Management of Asbestos.

#### REINSTATEMENT COST ASSESSMENT

Any reinstatement figure indicated within this report is provided for guidance purposes only, as a formal estimate for insurance purposes can only be given by a Quantity Surveyor or other person with sufficient current experience of replacement costs.

Unless otherwise stated, the calculation is based upon the building in its present form including the cost of demolition, site clearance and professional fees but excluding:

- VAT
- Loss of rent or turnover
- Cost of alternative accommodation for the reinstatement period.
- Any other consequential loss.

#### TAXATION

We have not been advised whether the property is elected for Value Added Tax (VAT). For the avoidance of doubt, all values stated in this report are exclusive of VAT and take no account of any liability for it or any other form of taxation that may arise upon the disposal or acquisition of the property.

#### SITE BOUNDARIES

Markings highlighted on any appended plans indicate the approximate extent of the site inspected as understood or as indicated to us during our visit to the property. No guarantee can be given as to whether this corresponds to that over which the title is held. It remains the responsibility of your legal advisor to confirm the legal boundaries and title applying to the property.

Should any of the assumptions or any additional stated assumptions prove to be incorrect (or inappropriate), we reserve the right to revise our opinion(s) of value accordingly.

The foregoing Instruction Acknowledgement and Conditions of Engagement sets out the basis upon which we are to prepare our report and valuation of the property at the Property To Be Valued noted herein.

Please check that these incorporate your instructions and if we do not hear from you by return, we shall assume that all matters are in order and we will proceed with instructions as outlined herein.

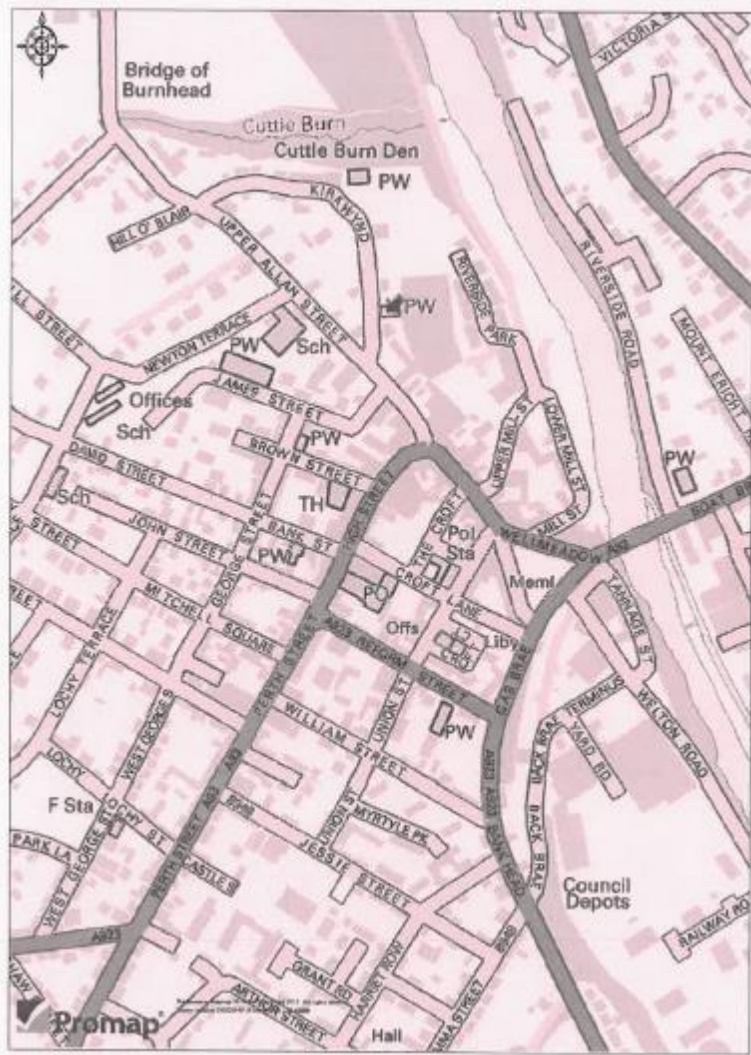
If appropriate, please pass a copy of this Instruction Acknowledgement and Conditions of Engagement to your client.

Yours faithfully

*J & E Shepherd*

J & E Shepherd

## APPENDIX 2 - LOCATION PLAN



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## APPENDIX 3 - DEFINITIONS OF VALUE

### Market Rent

The estimated amount for which an interest in real property should be leased on the valuation date, between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

### Market Value

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

### Existing Use Value

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing and where the parties had acted knowledgeably, prudently and without compulsion - assuming that the buyer is granted vacant possession of all parts of the asset required by the business, and disregarding potential alternative uses and any other characteristics of the asset that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost.

### Worth and Investment Value

The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

### Fair Value

The estimated price for the transfer of an asset or a liability between identified knowledgeable and willing parties that reflect the respective interests of those parties.

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## APPENDIX 4 – SCOPE OF WORK AND VALUATION ASSUMPTIONS

### General

This summary provides a brief overview for information purposes only and excludes much information that would normally be found within a full report and the contents and values should be considered in this light. The Valuer has inspected the property for the purpose of providing an opinion of Market Value and/or Market Rental only, all as instructed. The Valuer has undertaken a visual inspection of so much of the exterior and interior of the property as was accessible safely and without undue difficulty. The inspection was carried out whilst standing at ground level within the boundaries of the site and adjacent public/communal areas and whilst standing at the various floor levels.

### Repair and Condition

This report constitutes a valuation and not a building survey. The Valuer was under no duty to carry out a building survey or to inspect those parts of the property that are covered, unexposed or inaccessible or to raise boards, move any fixtures, fittings or contents or to arrange for the testing of heating or other services. It has been assumed that all services, and any associated controls or software, are in working order and free from defect. Roof voids and sub-floor areas were only inspected where readily available and safe access was available.

Comments, if any, on the physical condition of the foundations, walls, floors, ceilings, roof or roof voids, roof coverings, chimneys, gutters, drains, pipes, tanks and services etc., must be read in this context. If further information is required a separate survey with respect to these items or to other parts of the property related thereto must be specifically instructed in writing.

In undertaking the inspection, the general state of repair and condition of the property has been taken into account. The inspection was not a Building or Structural survey and this report is not intended to detail minor defects which do not materially affect value. If however, minor defects are mentioned in the report, they should be regarded as indicative and not an exhaustive list of defects. For the purposes of the Valuation, it is assumed that the property is in a reasonable repair.

Woodwork or other parts of the property, which were covered, unexposed or inaccessible, have not been inspected and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects.

### Statutory Enquiries

We have not secured a written planning history from the local authority nor have we made formal enquiries to other relevant bodies. The information contained within this summary therefore represents our findings based on verbal enquiries with the relevant statutory bodies and investigations thought appropriate. Whilst the information provided is taken to be accurate, we have assumed that a full planning history and further formal enquiries will be conducted by your legal advisors. Any discrepancy should be immediately notified to ourselves in order that we may advise whether this may impact our valuation(s) reported.

Unless stated otherwise within this summary and in the absence of any information to the contrary, we have assumed that:

- (a) all buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;
- (b) the property is not adversely affected by town planning or road proposals.
- (c) all alterations, additions or extension to the property have received all necessary Town Planning Consents, Building Authority Approvals (Building Warrants) and Completion Certificates.
- (d) the property complies with all relevant statutory and local authority requirements, including but not limited to Fire Regulations, The Equality Act, The Control of Asbestos



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Act, The Licensing Scotland Act, Health and Safety Regulations, Environmental Health Regulations and similar.

### Fixtures and Fittings

Unless otherwise specified the following items are excluded, unless stated to the contrary:

All items of process plant and machinery, tooling and other equipment not primarily serving the building, cranes, hoists, conveyors, elevators, structures which were ancillary to, or form part of an item of process plant and machinery, sewerage plant primarily concerned with treating trade effluents, air conditioning forming part of a computer installation or primarily serving plant.

No tests have been undertaken to establish the operation of the fixtures and fittings which are assumed to be in good working order.

### Information Sources

All information provided to the valuer by the client and/or the client's professional advisors or any other party is assumed to be complete and correct.

### Title, Tenure and Tenancies

It is assumed that there are no encumbrances or unduly onerous restrictions, easements, servitudes, outgoing, conditions or other burdens that would have an adverse effect upon the value of the property and that a good and marketable title is held.

Unless otherwise stated within this summary, we have assumed that a full, unimpeded access to an adopted highway is in place for the property.

We do not generally have access to all leases, title deeds, or other legal documents relating to the property. Any information recorded in this summary represents our understanding of the relevant documents provided. We should emphasise that the interpretation of the documents of title (including relevant deeds, leases and planning consents), is the responsibility of your legal advisor and we reserve the right to amend our valuations on sight of formal reports.

Unless otherwise stated and in the absence of any information to the contrary, we have assumed that:

- a) There are no tenant's improvements that will materially affect our opinion of the rent that would be obtained at rent review or lease renewal.
- b) The tenants will meet their obligations under their leases and are responsible for insuring the property or reimbursing the cost of insurance to the landlords, payment of business rates, and all repairs, whether directly or by means of a service charge.
- c) There are no user restrictions or other restrictive covenants in leases which would adversely affect value.
- d) Where appropriate, permission to assign the interest being valued would not be withheld by the landlord.
- e) Vacant possession can be secured for all accommodation let on a temporary basis, serviced occupancy etc.

Where we have not conducted credit enquiries on the financial status of any of the tenants, we have, reflected our general understanding of the likely perception of the tenants in the marketplace. Accordingly, purchasers should satisfy themselves of the financial strength of the tenants prior to purchase.

### Ground and Environmental Investigations

We will not carry out or commission a site investigation or geographical or geophysical survey. We will, therefore, not be able to give any opinion or assurance or guarantee that the ground has sufficient load bearing strength to support any of the existing constructions or any other constructions that may be erected in the future. We also cannot give any opinion or assurance or



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guarantee that there are/have been no underground mineral, coal mining or other workings beneath the site or in its vicinity nor that there is no fault or disability underground that might affect the property or any construction thereon. We have, unless otherwise stated, assumed that there are no abnormal site or ground conditions, nor archaeological remains present which might adversely affect the current or future occupation, development or value of the property.

We will not undertake or commission an environmental assessment to establish whether contamination exists or may exist. We will not carry out any detailed investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any contamination or potential for contamination of the subject property from these uses or properties.

Therefore, for the purposes of our Summary Valuation, unless definitive information to the contrary is made available to us, we will normally assume that no contamination exists in relation to the property which would affect value.

Should it be established subsequently that contamination exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the value(s) set out in the summary. You should therefore inform us of this immediately and we will reconsider our opinion of value accordingly.

Similarly we have assumed there are no EPC, asbestos, Radon gas, Japanese Knotweed, invasive species or flooding issues that would affect value. We reserve the right to amend our valuations on sight of any further information with regard to any of these items as noted herein and above.

No tests have been carried out to determine whether or not any deleterious or hazardous building materials including (but not limited to) asbestos, composite panelling and flammable insulation have been incorporated in the construction or subsequent alterations of the premises. We have, unless otherwise stated, assumed that there are no deleterious or hazardous materials within the property which might adversely affect the current or future occupation, development or value of the property. Specifically the Valuer has not carried out an Asbestos Inspection and has not acted as an Asbestos Inspector in completing the valuation inspection of the Property that may fall within the current control of Asbestos at Work Regulations. No enquiry has been made with the Duty Holder, as defined in the Control of Asbestos in the Workplace Regulations, of the existence of an Asbestos Register, or of any Plan for the Management of Asbestos.

#### Taxation

We have not been advised whether the property is elected for Value Added Tax (VAT). For the avoidance of doubt, all values stated in this summary are exclusive of VAT and take no account of any liability for it or any other form of taxation that may arise upon the disposal or acquisition of the property.

#### Site Boundaries

Markings highlighted on any appended plans indicate the approximate extent of the site inspected as understood or as indicated to us during our visit to the property. No guarantee can be given as to whether this corresponds to that over which the title is held. It remains the responsibility of your legal advisor to confirm the legal boundaries and title applying to the property.

Should any of the assumptions or any additional stated assumptions prove to be incorrect (or inappropriate); we reserve the right to revise our opinion(s) of value accordingly.