

AUTHORISED SIGNATURE DOCUMENT

You, appoint Us, Bruce and Co of First Floor, 9a South Gyle Crescent, Edinburgh, EH12 9EB, Company Number SC190660, to sell the below named business and/or property on your behalf.

This Agreement is a Sole Selling Rights agreement and comprises the terms on this Authorised Signature Document and our Terms and Conditions attached hereto. This Agreement is a binding legal contract and should not be signed until you have read, understood and agreed it. By signing this Agreement, you confirm that you have received, read and understood both this Authorised Signature Document and our Terms and Conditions. You confirm that you are selling a business and contract with us as a business seller.

You, the Vendor(s) - please tick this box if the Vendor is a limited company or limited liability partnership ☐ :

Limited Company/Limited Liability Partnership OR Trading Name for Unincorporated Business/Sole Trader/ Unincorporated Partnership:	
Company Name: <u>Scotts Catering Services</u> Company No (if applicable): <u>trading Under Scotts Cater Hatz Ltd.</u>	
Business / Property Instruction to sell: <u>Scotts Catering Services</u> ("the Business") Address: <u>Unit 713, Whitburn Road, Glenferries, KY6 2RX.</u> Postcode: <u>Website: www.Scottscateringservices.com.</u> ☐ Freehold ☒ Leasehold	
Owner(s)/signatory(ies): 1. Name: <u>Scott Dougan</u> 2. Name: _____ Address: <u>26 River Terrace, Garabridge</u> Address: _____ Postcode: <u>KY16 0XA</u> Postcode: _____ Contact tel: <u>07793038926</u> Contact tel: _____ Email: <u>scott.dougan@hotmail.com</u> Email: _____ 3. Name: _____ 4. Name: _____ Address: _____ Address: _____ Postcode: _____ Postcode: _____ Contact tel: _____ Contact tel: _____ Email: _____ Email: _____	
Commencement Date: <u>17/12/19</u> (Clause 5.1) Subject to clause 5.2 of the Terms and Conditions, our sole selling rights shall continue for 12 months ("Minimum Period") and at the end of the Minimum Period shall continue until terminated in accordance with clause 8 ("Term").	
Additional Terms / Notes: <u>INTERESTED PARTY NAME</u> <u>LIBBY CHARK</u>	
What You pay Us ("the Agreed Fee"): ☒ (i) <u>2%</u> of the Consideration plus VAT, if it is freehold and/or <u>2%</u> of the Consideration plus VAT if it is leasehold, or ☐ (ii) a fixed fee of £ <u>270</u> plus VAT, or ☐ (iii) [] % of the Consideration plus VAT.	
but always a Minimum Fee of £5,750 plus VAT plus all Marketing Fees, all Marketing Costs and any Lease Premium charge all as set out in clauses 3 and 6 of the Terms. The Consideration is defined in detail in the Terms and Conditions which you must read before signing this Agreement.	

Marketing Fees

You pay us an initial non-refundable Initial Marketing Fee of £ 2000 plus VAT and upon completion will pay us a Completion Marketing Fee of £2,500 plus VAT. RF

When You pay Us

You must pay our fees, in addition to any other costs or charges agreed with Us such as marketing charges, in accordance with Clauses 3 and 6.1 – 6.7 (inclusive) of the attached Terms and Conditions.

Asking Price

(Clause 2.1)

The price that you have requested that we market your business for is:

☐ £ 399,995 plus SAV Freehold or plus SAV Leasehold (delete as appropriate)
or
☐ Bids Invited, with a Target Price of £ _____, plus SAV Freehold or plus SAV Leasehold (delete as appropriate)

Marketing Consents

(Clause 4.4)

I agree to details of the business being circulated to other members of your group
I agree to details of the business being included on websites at your discretion

Yes No
Yes No

SIGNATURES:

Where You are a limited company or limited liability partnership the director(s)/shareholder(s)/partner(s) sign below both for the company or partnership and in a personal capacity as guarantor (see clause 11 of the Terms and Conditions). Note that in such a case you are giving a personal guarantee.

You confirm that You are an experienced business person(s) who has read and fully understood this Agreement.

No earlier statement or document forms part of this Agreement and you confirm you have not relied on any such warranty or representation made to You, whether written or oral. Before signing this Agreement You should ensure that You have read the whole of this Agreement and asked for clarification of any issues which You do not understand.

In particular your attention is drawn to clauses 3, 5, 6, 8, 9, 11.1, 11.4, 11.5 and 11.14 of the attached Terms and Conditions.

1. Signed: <u>Scott Dougan</u> Print Name: <u>SCOTT DOUGAN</u> Date of Birth: <u>13/12/73</u> Date: <u>14/1/20</u> Capacity: ☒ Director ☐ Proprietor ☐ Partner ☐ Shareholder Other: _____	2. Signed: _____ Print Name: _____ Date of Birth: _____ Date: _____ Capacity: ☐ Director ☐ Proprietor ☐ Partner ☐ Shareholder Other: _____	3. Signed: _____ Print Name: _____ Date of Birth: _____ Date: _____ Capacity: ☐ Director ☐ Proprietor ☐ Partner ☐ Shareholder Other: _____	4. Signed: _____ Print Name: _____ Date of Birth: _____ Date: _____ Capacity: ☐ Director ☐ Proprietor ☐ Partner ☐ Shareholder Other: _____
Signed for and on behalf of Bruce and Co Limited: Signed: <u>[Signature]</u> Print: <u>P. Hanco</u> Date: <u>30/01/20</u>			