

# MR01

## Particulars of a charge



Companies House



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09/12/2020

#1

COMPANIES HOUSE

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR08

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number S C 5 3 9 6 1 3

Company name in full AMC ARIA HOLDINGS LIMITED

For official use

2

#### → Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date d 0 d 3 m 1 m 2 y 2 y 0 y 2 y 0

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name ATOM BANK PLC (08632552)

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01

## Particulars of a charge

**4 Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

**5 Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No
**6 Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes
**7 Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No
**8 Trustee statement <sup>①</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

**9 Signature**

Please sign the form here.

Signature

Signature



KEITH DUNLOP, DIRECTOR, ON BEHALF OF ENADIVA LIMITED AS AGENTS RE CHARGE

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name  
**TOBY KENNEDY**

Company name  
**ENNOVA LAW**

Address  
**26 GEORGE SQUARE**

Post town  
**EDINBURGH**

County/Region

Postcode  
**E H 8 9 L D**

Country  
**SCOTLAND**

DX  
**DX ED 39 EDINBURGH**

Telephone  
**0131 662 4555**



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

**Company number: 539613**

**Charge code: SC53 9613 0002**

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd December 2020 and created by AMC ARIA HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th December 2020.

Given at Companies House, Edinburgh on 11th December 2020



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



*Keith Dunlop*

KEITH DUNLOP, SOLICITOR  
7/12/2020

Floating Charge (Scotland)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

- (1) **Borrower:** means AMC ARIA HOLDINGS LIMITED, incorporated under the Companies Acts and registered in Scotland with company number SC539613 whose registered office is at 15 Green Street, Ayr, KA8 8AD
- (2) **Atom:** means ATOM BANK PLC incorporated and registered in England and Wales with company number 08632552 whose registered office is at The Rivergreen Centre, Aykley Heads, Durham DH1 5TS

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Terms defined in the Terms and Conditions shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

**The Act** means the Insolvency Act 1986 as amended from time to time.

**Administrator:** an administrator appointed under the Act.

**Book Debts:** all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to, or purchased or otherwise acquired by the Borrower, and the benefit of all security, guarantees and other rights whatsoever enjoyed or held by the Borrower in relation to any of them.

**Equipment:** all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications, and additions.

**Expenses:** (a) all expenses (on a full indemnity basis) incurred by an Administrator of the Borrower in carrying out his statutory functions and that Administrator's remuneration and (b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by Atom or any Receiver at any time in connection with the Secured Assets or the Secured Liabilities or in taking, perfecting or enforcing the contract or in exercising any right or power under the contract or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred.

**Insurance Policies:** each contract and policy of insurance of whatever nature about a Property or the Secured Assets which is, from time to time, taken out by or with the authority of or on behalf of or for the benefit of the Borrower.

**Intellectual Property:** The Borrowers' present and future patents, trademarks, service marks, trade names, domain names, designs, copyrights, inventions, rights to sue for passing off, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

**Interest:** Interest at the rate or rates agreed between Atom and the Borrower and in the absence of any agreement, at the rate of 4% per annum above the base rate of the Bank of England from time to time.

**Investments:** all present and future certificated stocks, shares, loan capital, securities, bonds, and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any:

- (a) dividend, interest, or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered, or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

**Properties:** the Borrower's interest in heritable, freehold, or leasehold land and buildings and all structures built thereon (if any) now or in the future comprised in the Secured Assets.

**Receiver:** any person appointed as a receiver, receiver and manager or administrative receiver.

**Secured Assets:** all the assets, property, undertaking and uncalled capital for the time being, including (without limitation) Book Debts, Equipment, Insurance Policies, Intellectual Property, Investments and Properties, of the Borrower (and references to the Secured Assets shall include references to any part of them).

**Secured Liabilities:** all present and future monies, obligations, and liabilities of the Borrower to Atom, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether Atom shall have been an original party to the transaction or not together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities and the Expenses.

**Security:** any standard security, pledge, charge (whether fixed or floating, legal, or equitable), pledge, lien, assignation in security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Terms and Conditions:** Atom's standard Business Banking Secured Loan Terms and Conditions as amended from time to time by notification to the Borrower.

## **2. INCORPORATION OF TERMS AND CONDITIONS**

- 2.1 The terms of this deed are supplemented by the Terms and Conditions, which should be read as if they were set out in this deed in full.
- 2.2 If there is an inconsistency between any of the provisions of this deed and the Terms and Conditions, the provisions of this deed shall prevail.
- 2.3 This deed is a security document as referred to in the Terms and Conditions.
- 2.4 In this deed and in the Terms and Conditions: -
  - 2.4.1 a person shall be construed as reference to any individual, firm, company, body corporate, government, state or state entity or any association or partnership (whether or not having separate legal personality) or any two or more of the foregoing and includes its successors and permitted assignees;
  - 2.4.2 a provision of law is a reference to that law as re-enacted, amended or replaced and to any regulation made under it;
  - 2.4.3 a regulation includes any regulation, rule, official directive, request, guidelines, or binding order (whether or not having the force of law) of any governmental body, agency, department, court, tribunal or regulatory authority or organisation;

## **3. SECURED LIABILITIES**

The Borrower binds and obliges itself to Atom, that it must on the demand of Atom pay to Atom and discharge all the Secured Liabilities.

## **4. FLOATING CHARGE**

- 4.1 In security of the Secured Liabilities, the Borrower, hereby grants in favour of Atom (to the intent that the security hereby created shall be a continuing security in favour of Atom) a floating charge (the "Floating Charge") over the whole of its Secured Assets, now and in the future, which is or may be from time to time while this security is in force comprised in the Borrower's Secured Assets PROVIDED AND DECLARING always that:
  - 4.2 Any fixed charge given by the Borrower to Atom will rank in priority to the Floating Charge.
  - 4.3 The Floating Charge will rank in priority to any fixed charge and any other floating charge granted by the Borrower before or after completion of this deed, unless Atom agrees otherwise.
  - 4.4 Paragraph 14 of Schedule B1 to the Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this charge.

## **5. RESTRICTIONS**

The Borrower must not, without Atom's consent in writing:

- 5.1 permit or create any Security on or over the Secured Assets, whether ranking before or after this deed, except in favour of Atom.

- 5.2 dispose, gift convey or transfer any of the Secured Assets.
- 5.3 grant, or accept a surrender or variation of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 5.4 dispose of any other property, assets, or rights, other than in the ordinary course of business.
- 5.5 deal with its Book Debts and other debts, except by collecting them in the ordinary course of business and for carrying on its business while the Floating Charge remains uncrystallised.
- 5.6 The Borrower will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 5.7 call on, or accept payment of, any uncalled capital.
- 5.8 create or grant (or purport to create or grant) any interest in favour of a third party over the Secured Assets.
- 5.9 carry out any development on or make any alterations to any Properties which require planning permission or approval under building regulations.

## **6. PROPERTY UNDERTAKINGS**

The Borrower must:

- 6.1 permit Atom at any time to inspect the Properties.
- 6.2 keep all of the Properties of an insurable nature comprehensively insured (including if requested by Atom, terrorism cover) to Atom's reasonable satisfaction as determined by Atom. In default, Atom may arrange insurance at the Borrower's expense.
- 6.3 hold on trust for Atom all proceeds of any insurance of the Properties. At Atom's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Liabilities.
- 6.4 where required by Atom, deposit with Atom all insurance policies (or copies where Atom agrees), and all deeds and documents of title relating to the Properties.
- 6.5 keep the Properties in good condition.
- 6.6 pay all the money the Borrower receives in respect of book and other debts into an account with Atom. Atom may specify the relevant account.
- 6.7 take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all contractual obligations, promises, undertakings and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings;
- 6.8 maintain all Secured Assets, in good and serviceable condition (except for expected fair wear and tear) and shall maintain it in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules
- 6.9 use all reasonable efforts to register applications for the registration of any Intellectual Property, and keep Atom informed of all matters relating to each such registration;

## **7. ENFORCEMENT**

In addition to Atom's statutory rights, the Floating Charge shall become enforceable at any time and Atom may appoint an Administrator or Receiver at any time, if:

- 7.1 Atom demands payment or discharge of any of the Secured Liabilities, the Borrower fails to pay or discharge them in full within 48 hours of such demand
- 7.2 Any step is taken (including, but without limitation, the making of an application or the giving of any notice) by the Borrower or by any other person to appoint an Administrator in respect of the Borrower;
- 7.3 Any step is taken (including but without limitation, the making of an application or the giving of any notice) by the Borrower or by any other person to wind up or dissolve the Borrower or to appoint a



liquidator (whether provisional, interim, or otherwise), Administrator, Receiver, administrative Receiver or similar officer to the Borrower or any part of its undertaking or assets;

- 7.4 A request is made by the Borrower for the appointment of a Receiver or Administrator;
- 7.5 Any security is enforced in respect of any assets of the Borrower.
- 7.6 Any step is taken by any person to obtain (or attempt to obtain) any diligence, attachment, charge for payment, execution of diligence or other process against all or any part of the Secured Assets.

## **8. CERTIFICATE OF SECURED LIABILITIES**

A certificate signed by an Atom official as to the extent of the Secured Liabilities, Interest and Expenses will be conclusive and binding on the Borrower, except if there is manifest error.

## **9. APPOINTMENT OF RECEIVER or ADMINISTRATOR**

Atom may appoint or remove a Receiver or an Administrator. If Atom appoints an Administrator or a Receiver, Atom may fix and pay the Receiver's fees and expense as they see fit. The Receiver or Administrator will be the Borrower's agent and the Borrower (and not Atom) will be responsible for the acts, defaults, and remuneration of the Receiver. The Borrower shall free and relieve Atom of all liability therefor regardless of whether Atom shall have undertaken or accepted such liability or been found liable therefor. Any instrument of appointment of a Receiver or notice of appointment of an Administrator hereunder shall be deemed duly executed if signed by an authorised signing official of Atom. Atom may appoint more than one person to be a Receiver (with power to act both jointly and severally). If any person appointed as a Receiver or Administrator in terms hereof shall be removed by the Court or shall otherwise cease to act, then Atom shall be entitled to appoint one or more persons in his place.

## **10. POWERS OF ATOM and ADMINISTRATOR/RECEIVER**

Any Administrator or a Receiver appointed by Atom shall be entitled to exercise all the powers conferred upon a Receiver by Section 55 of The Act and any Administrator appointed by Atom shall be entitled to exercise all powers conferred upon an Administrator by both Schedule 1 and Schedule B1 to the Act, and in each case shall be entitled to take all steps incidental to the same or which may be calculated to facilitate the exercise of the same and in addition thereto shall have and be entitled to exercise the following powers:-

- 10.1 To make any arrangements or compromise which he shall think expedient in respect of any claim by or against the Borrower and to sue in his own name or in the Borrower's name;
- 10.2 To call up all or any portion of the Borrower's uncalled capital;
- 10.3 To promote or procure the formation of any new Borrower or corporation;
- 10.4 To subscribe for or acquire for cash any share capital of such new Borrower or corporation in name of Atom and on behalf of Atom and/or in the name or names of a nominee or nominees or trustee or trustees for the Borrower;
- 10.5 To sell, feu, assign, transfer, exchange, hire out, grant, forfeit, irritate, renounce and/or give up leases of or otherwise dispose of or realise the Secured Assets or any part thereof to such new Borrower or corporation, accept as consideration or part of the consideration thereof in the Borrower's name and on the Borrower's behalf and/or in the name or names of any nominee or nominees or trustee or trustees for it any shares or further shares in any such Borrower or corporation or allow the payment

of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;

- 10.6 To sell, assign, transfer, exchange or otherwise dispose of or realise on the Borrower's behalf any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
- 10.7 To sever and sell fixtures separately from the property to which they may be annexed;
- 10.8 To convene an extraordinary general meeting; and
- 10.9 To acquire any property on the Borrower's behalf;
- 10.10 employ personnel and advisers on any terms the Administrator thinks fit;
- 10.11 make and revoke options to tax;
- 10.12 manage or reconstruct the business conducted at the Secured Assets;
- 10.13 make any preferable arrangement or settlement between you and any other person;
- 10.14 bring defend abandon, or enforce all actions and proceedings relating to these secured assets;
- 10.15 effect any insurance policy required to be put on risk by you under any contract;
- 10.16 Raise money by borrowing from Atom (or any other person) on an unsecured basis or by the granting of security over the Secured Assets.
- 10.17 Atom and every Receiver or Administrator appointed by Atom hereunder shall be entitled to be indemnified by the Borrower out of the Secured Assets: -
  - 10.17.1 In respect of all liabilities and expenses incurred by the Borrower or him in the execution or purported execution of any of the powers, authorities or discretions vested in Atom or him pursuant to The Act or hereto; and
  - 10.17.2 Against all actions, proceedings, costs, claims, and demands in respect of any matter or thing done or omitted in any way relating to the Secured Assets. Atom and any such Receiver or Administrator may retain and pay all sums in respect of the same out of any monies recovered under the exercise of their respective powers herein contained or referred to.
  - 10.17.3 Atom may exercise any rights attached to any charged stock, shares, and other securities as it considers necessary to preserve the value of, or realise, that Secured Asset.
  - 10.17.4 Atom may set off any amount due from the Borrower against any amount owed by Atom to the Borrower. Atom may exercise this right, without prior notice, both before and after demand. For this purpose, Atom may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
  - 10.17.5 Any credit balance with Atom will not be repayable, or capable of being disposed of, charged, or dealt with by the Borrower, until the Secured Liabilities both before and after demand have been paid in full. Atom allowing the Borrower to make withdrawals will not waive this restriction in respect of future withdrawals.

## **11. APPLICATION of PAYMENTS**

- 11.1 Atom may apply any payments received for the Borrower to reduce any of the Secured Liabilities, as Atom decides.
- 11.2 If Atom receives notice of any charge or interest affecting the Secured Assets, Atom may suspend the Borrower's account(s) and open a new account or accounts. Regardless of whether Atom suspends the account(s), any payments received by Atom for the Borrower after the date of the notice will be applied first to repay the Secured Liabilities arising after that date.

## **12. PRESERVATION of OTHER SECURITY RIGHTS and FURTHER ASSURANCE**

- 12.1 The deed is in addition to any other security or guarantee for the Secured Liabilities held by Atom now or in the future. Atom may consolidate the deed with any other security so that they must be redeemed

together, but it will not merge with or prejudice any other security or guarantee or any of Atom's other rights.

- 12.2 On request, the Borrower will execute any deed or document, or take any other action required by Atom, to perfect or enhance Atom's security under the deed.

**13. POWER of ATTORNEY**

To give effect to the deed and secure the exercise of any of their powers, the Borrower irrevocably appoints Atom, and separately any Receiver, to be the Borrower's attorney (with full power of substitution and delegation), in the Borrower's name to sign or execute any documents, deeds, and other instruments, or to take, continue or defend any proceedings.

**14. CONSENTS, NOTICES, and DEMANDS**

- 14.1 All consents, notices and demands must be in writing.
- 14.2 Atom may deliver a notice or demand to the Borrower at its registered office or at the contact details last known to Atom.
- 14.3 A notice or demand signed by an official of Atom will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 14.4 A notice from the Borrower to Atom will be effective on receipt.

**15. TRANSFERS**

Atom may allow any person to take over any of its rights and duties under the deed. The Borrower authorises Atom to give that person or its agent any financial or other information about the Borrower. References to Atom include its successors. Atom shall have the right to assign the whole or any part of the benefit to them respectively of the Floating Charge and the expression "Atom" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of Atom, who shall be entitled to enforce and proceed upon this Floating Charge in the same manner as if named herein. Atom shall be entitled to impart any information concerning the Borrower to any such assignee or other successor of any participant or proposed assignee, successor, or participant.


**16. LIABILITY of the BORROWER**

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced, or affected by:

- 16.1 any security, guarantee, indemnity, remedy, or other right held by, or available to, Atom that is, or becomes, wholly or partially illegal, void, or unenforceable on any ground;
- 16.2 Atom renewing, determining, varying, or increasing any facility or other transaction in any manner or concurring in, accepting, or varying any compromise, arrangement, or settlement, or omitting to claim or enforce payment from any other person; or
- 16.3 any other act or omission that, but for this clause 16 might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.
- 16.4 The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this deed) and any right it may have to require Atom to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

## 17. LAW

- 17.1 Scots law applies to this deed and the Scottish courts have exclusive jurisdiction.
- 17.2 For the benefit of Atom, the Borrower irrevocably submits to the jurisdiction of the Scottish courts and irrevocably agrees that a decree or ruling in any proceedings in connection with the deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.
- 17.3 In Witness whereof, these presents typed on this and the six preceding pages are Subscribed on behalf of the Borrower as follows:

  
\_\_\_\_\_  
Director  
of the Borrower

Signed for the Borrower

in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

\_\_\_\_\_  
Director/secretary of the Borrower

X  \_\_\_\_\_

NOEL HARRIS

14E OAKWOOD AVE, AYR

PARTS MANAGER

### Date of Signing

Date 16 11 20

You must date  
the document

### Date of Receipt

Date 08 12 20

Held as  
delivered by  
Atom