

# MR01

## Particulars of a charge



**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page.

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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  
instrument. Use form MR02

For further information, please



WEDNESDAY

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.

SCT

\*S2ACIDL5\*

12/06/2013

#34

COMPANIES HOUSE

☐ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

### 1 Company details

Company number S C 2 1 6 0 1 9

Company name in full WALLACE PROPERTY INVESTMENTS LIMITED

For official use 15

**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 0 3 0 6 2 0 1 3

### 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 THE ROYAL BANK OF SCOTLAND PLC

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.

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

#### Continuation page

Please use a continuation page if you need to enter more details.

Description

5

### Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

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**Trustee statement** ⓘ

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.

☐

ⓘ This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

×

*Coln Tuck*

×

**For and on behalf of Dundas & Wilson CSLLP**

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
LK/DAC/RBS011.0983

Company name  
Dundas & Wilson CS LLP

Address  
Saltire Court  
20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode  
E H 1 2 E N

Country

DX

Telephone  
0131 228 8000



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 216019

Charge code: SC21 6019 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd June 2013 and created by WALLACE PROPERTY INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2013.

Given at Companies House, Edinburgh on 14th June 2013



certify that, save for material redacted pursuant  
to s.859G of the Companies Act 2006, this copy  
instrument is a correct copy of the original  
instrument.

*Colin Thorne*

For and on behalf of Dundas & Wilson CS LLP  
Date 12/06/13

## **ASSIGNATION OF RENTS**

by

**WALLACE PROPERTY INVESTMENTS LIMITED**

in favour of

**THE ROYAL BANK OF SCOTLAND PLC**

**Property: Ground floor office premises, Coltness House, Strathclyde Business Park, Bellshill  
(Title Number LAN171959)**

**Dated: 3<sup>rd</sup> June 2013**

Ref: ARN/DAC/RBS011.0989

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## ASSIGNATION OF RENTS

by

- (1) **WALLACE PROPERTY INVESTMENTS LIMITED** a company incorporated in Scotland (registered number SC216019) whose registered office is at Phoenix House, Phoenix Crescent, Strathclyde Business Park, Bellshill ML4 3NJ (hereinafter referred to as the **Borrower**)

in favour of

- (2) **THE ROYAL BANK OF SCOTLAND PLC** (company number SC090312) having its registered office at 36 St Andrew Square, Edinburgh, EH2 2YB as lender (hereinafter referred to as the **Lender**)

**CONSIDERING THAT** (One) the Borrower is entitled by virtue of the Lease (as hereinafter defined) in respect of the Property (as hereinafter defined) to receive the rents and others payable by the tenant under the Lease; and (Two) the Borrower has agreed to secure its obligations to the Lender by grant to the Lender of (inter alia) an assignment of the rents and others payable by the tenant under the Lease.

### NOW IT IS HEREBY PROVIDED AND DECLARED THAT:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 In this Assignment (including its recital and Schedules):-

**Expenses** means all expenses (on a full indemnity basis) incurred by the Lender at any time in connection with the Property or the Indebtedness or in entering into this Assignment or in preserving, defending or enforcing the security created by this Assignment or in exercising any power under this Assignment or otherwise, with Interest from the date on which they are incurred;

**Facility Agreement** means the facility agreement between the Lender and the Borrower dated 14 March 2012 (as such facility agreement may be amended, varied, restated, extended, renewed, supplemented novated or substituted from time to time);

**Indebtedness** means all sums of principal, Interest and Expenses which are now and which may at any time or in any currency become due to the Lender by the Borrower whether alone or jointly with another person and whether as principal or cautioner;

**Interest** means interest at the rate charged to the Borrower by the Lender from time to time;

**Lease** means the lease affecting the Property detailed in Part 3 of the Schedule, together with any further leases, sub-leases, licences or rights to occupy granted by the Borrower of the



Property or any part thereof, as such may be amended, varied or supplemented from time to time;

**Property** means the subjects more particularly described in Part 2 of the Schedule;

**Rental Income** means all rental monies which are received or receivable by the Borrower or its agents in connection with the Lease, including any rental increased pursuant to the provisions of the Lease and interest (if any) in respect of overdue rent,

**Schedule** means the Schedule in three Parts annexed and executed as relative hereto; and

- 1.2 Unless otherwise stated, terms and expressions defined in the Facility Agreement shall have the same meaning herein.
- 1.3 The expressions "the Borrower" and "the Lender" shall include the successors, assignees and transferees of the Borrower and the Lender.
- 1.4 Unless any provision of this Assignment or the context otherwise requires, any reference herein to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- 1.5 In this Assignment the singular includes the plural and vice versa. Clause headings are for convenience of reference only.
- 1.6 Any reference in this Assignment to a document of any kind whatsoever (including this Assignment) is to that document as amended or varied or supplemented or novated or substituted from time to time.

## **2. OBLIGATION TO PAY**

The Borrower undertakes to the Lender that it will pay the Indebtedness at the times and in the manner provided for in the Facility Agreement.

## **3. ASSIGNATION IN SECURITY**

- 3.1 In security of the payment and discharge of its obligations hereunder and in respect of the Indebtedness, the Borrower hereby assigns to the Lender free of all liens, charges and other encumbrances, rights of set-off and counter-claim competent to the Borrower, the Borrower's whole right, title, interest and benefit in and to the Rental Income and all rental deposits and guarantees held pursuant or supplemental to the Lease.
- 3.2 The Borrower undertakes to the Lender to use all reasonable endeavours to procure payment of rent and other sums on the due dates under the Lease and to take all reasonable and

proper steps to obtain payment of the same and any interest thereon as soon as possible thereafter.

**4. PERFECTION OF SECURITY**

- 4.1 The Borrower binds and obliges itself to take all steps as are within its power as the Lender may request to perfect under any appropriate law the security hereby intended to be granted or any security interest constituted pursuant to this Assignment in respect of all or any of the Rental Income or for the purposes of protecting such security or facilitating the realisation of the Rental Income or the exercise of the Lender's rights hereunder.
- 4.2 The Borrower shall co-operate with the Lender in procuring that:
- 4.2.1 intimation is made as soon as reasonably practicable after the execution of this Assignment to the tenant under the Lease of the fact that an assignment of the Borrower's interest in the Rental Income has been made in favour of the Lender, such intimation to be substantially in the form set out in Part 1 of the Schedule; and
- 4.2.2 the Lender receives an acknowledgement from such tenant of this Assignment in the form contemplated thereby.
- 4.3 The Borrower further undertakes to grant such further assignments and intimations on the same terms as herein provided as the Lender shall require in relation to any Rental Income payable in respect of any further lease granted by the Borrower in respect of its interest in the Property.
- 4.4 The Borrower shall (if requested by the Lender) deposit with the Lender, and the Lender during the continuance of this security shall be entitled to hold, all deeds and documents of title which would otherwise be in the Borrower's custody or control and which relate to the Rental Income.

**5. ADDITIONAL SECURITY PROVISIONS**

- 5.1 The Borrower hereby undertakes and warrants to the Lender in respect of the Lease that save as permitted under the Facility Agreement:-
- 5.1.1 it will not, without the Lender's prior written consent (i) agree to any amendment or variation to the Lease which might result in the security hereby contemplated being or becoming ineffective or (ii) terminate the Lease;
- 5.1.2 it will notify the Lender as soon as the Borrower becomes aware of any material breach of the Lease by any other party;

- 5.1.3 it will perform its obligations under the Lease in accordance with their terms;
  - 5.1.4 it will do all things which may be reasonably necessary or desirable to cause the Rental Income to become payable and be paid on the due date for payment as contained in the Lease;
  - 5.1.5 it will not, without the Lender's prior written consent, grant, agree to grant, vary, agree to vary or accept the renunciation of the Lease or grant consent for the alienation of the tenant's rights under the Lease;
  - 5.1.6 it will not, without the Lender's prior written consent, purport the exercise of or exercise any rights of entry or other rights of enforcement or irritancy as landlord under the Lease and, in particular, but without limitation to the foregoing generality, will not without such consent as aforesaid compromise or release any obligation or payment which may from time to time be outstanding or due from the tenant under the Lease;
  - 5.1.7 it will not do or cause or permit to be done or omit to do anything which may depreciate, jeopardise or otherwise prejudice the value of or the enforceability of recovery of the Rental Income.
- 5.2 In the event that the tenant requests the approval or co-operation of the Borrower in order to assign, encumber or otherwise deal with the whole or any part of their interest in the Lease, the Borrower shall as soon as reasonably practicable inform the Lender of such request and save as otherwise permitted under the Facility Agreement, shall not give any such approval or co-operation without the prior written confirmation of the Lender that it is satisfied, in its discretion, that its interests could not be adversely affected thereby.
- 5.3 It is declared for the avoidance of doubt that no obligations be assumed by the Lender under the Lease by virtue of the execution and delivery of this Assignment and no liability shall fall upon the Lender by virtue thereof in consequence of any failure by the Borrower to perform its obligations thereunder.

## 6. RETROCESSION

Upon irrevocable payment or discharge in full of the Indebtedness, the Lender shall at the request and cost of the Borrower retrocede and re-assign to the Borrower (or as the Borrower directs) the Borrower's whole right, title, interest and benefit in and to the Rental Income.

**7. MANDATE AND ATTORNEY**

- 7.1 The Borrower subject to Clause 7.2, hereby irrevocably appoints the Lender to be its mandatory and attorney for and on behalf the Borrower and in its name or otherwise and as its act or deed to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Lender may require for perfecting or protecting the title of the Lender to the Rental Income or for vesting any of the Rental Income in the Lender or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and otherwise perfect any fixed security, floating charge, transfer, disposition, assignation, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Lender on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Lender of all or any of the Rental Income.
- 7.2 Such appointment shall take effect immediately, but the powers conferred thereby shall only become exercisable upon the occurrence of an Event of Default.
- 7.3 The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatory or attorney shall lawfully do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 7.
- 7.4 The Lender shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Assignment (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

**8. RECOVERY OF RENTAL INCOME**

The Lender shall not be under any obligation to take any steps to recover any rents or other monies and shall not be under any liability by reason of its having abstained from taking such steps.

**9. INDEMNITY**

The Lender and every attorney, manager, agent or other person appointed by the Lender in connection herewith shall be entitled to be indemnified out of the Rental Income in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of any of the rights, powers, authorities or discretions vested in them or him pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Rental Income, and the Lender may retain and pay

all sums in respect of the same out of any moneys received under the powers hereby conferred.

**10. SEVERABILITY**

Each of the provisions in this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**11. NOTICES**

All notices, requests, demands and other communications to be given under this Assignment shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement.

**12. FURTHER ASSURANCE**

The Borrower shall execute and do all such assurances, acts and things as the Lender may require for perfecting or protecting (by registration or in any other way) the security created or intended to be created by or pursuant to this Assignment over the Rental Income or for facilitating the realisation of all or any part of the Rental Income and the exercise of all powers, authorities and discretions conferred on the Lender pursuant to this Assignment or by law and shall, in particular, execute all fixed securities, floating charges, assignments, securities, transfers, dispositions and assurances of the Rental Income whether to the Lender or to its nominee(s) or otherwise and give all notices, orders and directions which the Lender may acting reasonably think expedient.

**13. GOVERNING LAW AND JURISDICTION**

- 13.1 This Assignment and any non-contractual obligations arising out of it shall be governed by and construed in accordance with the laws of Scotland.
- 13.2 For the benefit of the Lender, the Court of Session in Scotland (the **Court**) shall have exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this Assignment (whether or not contractual in nature and including a dispute relating to the existence, validity or termination of this Assignment).

- 13.3 The Borrower irrevocably waives any right that it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction.
- 13.4 Such aforesaid submission to the jurisdiction of the Courts shall not (and shall not be construed as to) limit the right of the Lender to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of the Borrower's place of incorporation). Legal proceedings by the Lender in any one or more jurisdictions shall not preclude legal proceedings by them or it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

14. **CONSENT TO REGISTRATION**

A Certificate signed by an authorised officer of the Lender shall, in the absence of manifest error, conclusively determine the Indebtedness at any relevant time and shall constitute a balance and charge against the Borrower, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Borrower hereby consents to the registration of this Assignment and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 9 pages together with the Schedule in 3 parts annexed are executed as follows:-


**SUBSCRIBED** for and on behalf of **WALLACE PROPERTY INVESTMENTS LIMITED**

  
Director/Secretary/Authorised Signatory

WILLIAM DAVID HILL  
Print Full Name


.....  
Director/Authorised Signatory

.....  
Print Full Name

 ..... Witness Signature

STEPHAN LEWIS ..... Witness Full Name

 ..... Witness Address

 ..... Witness Occupation

at BELSHILL .....

on 3 day of JUNE Two thousand and thirteen

**[NB LAST PAGE OF SCHEDULE ALSO TO BE SIGNED]**


**This is the Schedule referred to in the foregoing Assignment of Rents by Wallace Property Investments Limited in favour of The Royal Bank of Scotland Plc as Lender**

**PART 1  
FORM OF INTIMATION TO TENANTS**

To: Each Tenant under Occupational Leases

Dear Sirs

**Re: Ground Floor premises, Coltness House, Strathclyde Business Park, Bellshill**

1. We refer to the lease of First Floor premises, Coltness House, Strathclyde Business Park, Bellshill between us, Wallace Property Investments Limited (1) and you, CSE-Controls Limited (2) dated [•] and [•], both 2013 and about to be registered in the Books of Council and Session (the **Lease**).
2. We, Wallace Property Investments Limited, hereby intimate that we have assigned to The Royal Bank of Scotland plc as Lender (the **Lender**) all our right, title and interest in and to the rent receivable by the landlords in terms of the Lease.
3. We, Wallace Property Investments Limited, irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from the Lender to the contrary to pay any rent payable by you to us pursuant to, under or in connection with the Lease into the following account:  
 (the **Rental Account**) unless and until you receive written notice from the Lender to the contrary, in which event you should make all future payments as then directed by the Lender. This authority and instruction is irrevocable without the prior written consent of the Lender.
4. Despite the assignment referred to above or the making of any payment by you to the Lender pursuant to it, we shall remain liable to perform all our obligations under the Lease and neither the Lender nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Lease.
5. Until such time as you receive instructions from the Lender to the contrary, we shall not and you agree that we shall not amend, vary or waive (or agree to amend, vary or waive) any provision of the Lease or exercise any right to rescind, cancel or terminate the Lease without the prior written consent of the Lender and all such rights, powers and discretions under the Lease shall be exercisable by, and notices shall be given to, the Lender or as it directs.
6. This letter is governed by the laws of Scotland.



Please acknowledge receipt of this letter and your acceptance of the contents of this letter by signing the attached form of acknowledgement and forwarding it to the Lender.

Yours faithfully

A large black rectangular redaction box covering the signature of the sender.

~~For and on behalf of~~ Wallace Property Investments Limited

**Form of Acknowledgement from Occupational Tenants**

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh  
FAO Darren Craig

[Date]

Dear Sirs

**Re: Ground Floor premises, Coltness House, Strathclyde Business Park, Bellshill**

We acknowledge receipt of a Notice dated [ ] 2013 and addressed to us by Wallace Property Investments Limited (the **Borrower**) regarding the Lease (as defined in the Notice) mentioned in such Notice and we accept the instructions and authorisations contained in such Notice.

We acknowledge and confirm that:-

- (a) We have not, as at the date of this Acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Borrower under or in respect of the Lease (as defined in the Notice); and
- (b) We shall pay all rent payable by us under the Lease in the Rental Account (as defined in the Notice) and we shall continue to pay those monies into the Rental Account until we receive your written instructions to the contrary.

This letter is governed by the laws of Scotland.

Yours faithfully

.....  
**For and on behalf of [tenant] [guarantor]**


## **PART 2**

### **THE PROPERTY**

ALL and WHOLE the office premises (the Premises) situated on the ground floor of the subjects known as and forming Coltness House, Strathclyde Business Park, Bellshill being the subjects registered in the Land Register of Scotland under Title Number LAN171959, which Premises are shown outlined in red on Plan 1 annexed to the Lease EXCLUDING the Common Parts (Building) (as defined in the Lease) BUT INCLUDING (i) the interior faces of all structural walls and columns comprised in the Premises (ii) the whole of any non-structural part of any wall which is comprised in the Premises but does not form a boundary of the Premises (iii) one half in thickness of the non-structural part of any wall which forms a boundary of the Premises (iv) the interior screeding, all plasterwork and wall finishes, the false ceilings (if any) and the interior face of any structural ceilings and floors (v) any glazing, windows, doors and other entrances, frames and fittings for any of the foregoing (vi) tenants' signs (vii) such sprinkler apparatus, (if any), water and sanitary fittings, stopcocks, cisterns, radiators, air, water, electricity, gas (if any), and other service wires, ducts and apparatus as are within and serve solely the Premises.

**PART 3**  
**THE LEASE**

Lease of Ground Floor premises, Coltness House, Strathclyde Business Park, Bellshill between Wallace Property Investments Limited and CSE-Controls Limited dated on or around the date of this Assignment of Rents and about to be registered in the Books of Council and Session

A large, irregular black rectangular redaction box covering the signature of the Director/Secretary/Authorised Signatory.

.....  
Director/Secretary/Authorised Signatory

.....  
Director/Authorised Signatory