

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.companiesh](http://www.companiesh)

✓ **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 there  
instrument. Use form MR08.

FRIDAY



SCT

\*S3JN2JU0\*

31/10/2014

#150

COMPANIES HOUSE

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	2	2	4	8	0	7
Company name in full	KINGDOM PARK LIMITED							

For official use
15
→ <b>Filling in this form</b> 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	2	d	2	m	1	m	0	y	2	y	0	y	1	y	4
----------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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	MURRAY CAPITAL LIMITED
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

Land at Bogleys Farm, <sup>Kirkcaldy</sup> registered in the Land Register of Scotland under Title Number FFE54929.

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 ①**

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.

☐

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

9

**Signature**

Please sign the form here.

Signature

Signature  
  
for and on behalf of CMS Cameron McKenna LLP

X

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 DACM/CHA107.00083

Company name CMS Cameron McKenna

Address SALTIRE COURT

20 CASTLE TERRACE

Post town EDINBURGH

County/Region

Postcode 

E	H	1		2	E	N
---	---	---	--	---	---	---

Country

DX 553001 EDINBURGH

Telephone 0131 200 7301



**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: 224807

Charge code: SC22 4807 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd October 2014 and created by KINGDOM PARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2014.

Given at Companies House, Edinburgh on 5th November 2014



**Companies House**



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

CERTIFIED AS A TRUE AND  
COMPLETE COPY OF THE  
ORIGINAL SAVE FOR  
REDACTIONS UNDER  
S.859G COMPANIES ACT 2006

*Don A. McKenna*  
Date: 31 Oct 2014  
CMS Cameron McKenna LLP,  
Saltire Court, 20 Castle Terrace,  
Edinburgh EH1 2EN

**C/M/S/**

Law.Tax

DATE:

2014

---

**STANDARD SECURITY PROPERTY: LAND AT BOGLEYS FARM, KIRKCALDY**

---

By

**KINGDOM PARK LIMITED**

in favour of

**MURRAY CAPITAL LIMITED**

---

CMS Cameron McKenna LLP

Saltire Court

20 Castle Terrace

Edinburgh

EH1 2EN

T +44 131 228 8000

F +44 131 228 8888

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1865. It is a very important document, as it contains the President's message to the Congress at the end of his first term. The letter is written in a very formal and dignified style, and it is one of the most important documents in the history of the United States.

**WE, KINGDOM PARK LIMITED**, a company incorporated in Scotland under the Companies Acts (Company Number SC224807) and having its registered office at 26 Charlotte Square, Edinburgh, EH2 4ET (hereinafter called the "**Borrower**"), hereby undertake to pay to **MURRAY CAPITAL LIMITED**, a company incorporated in Scotland under the Companies Acts (SC206168) and having our registered office at 26 Charlotte Square, Edinburgh, EH2 4ET (hereinafter called the "**Lender**") all sums of principal and interest which are now and which may at any time hereafter become due to the Lender in any manner of way by us, either solely or jointly with any person or persons or corporation or other body and whether as principal or surety, with interest on such sums severally from the respective dates of advance or becoming due until payment; For all which sums we grant a standard security in favour of the Lender over **ALL** and **WHOLE** land at Bogleys Farm, Kirkcaldy comprising (One) **ALL** and **WHOLE** the subjects shown cross hatched in blue on the plan annexed and executed as relative hereto (hereinafter called the "**Plan**") comprising that plot or area of ground lying generally on or towards the south east of the A92 Public Road and the Redhouse Roundabout in the Parish of Kirkcaldy and Dysart and County of Fife extending to Three Hectares and Four hundred and Sixty eight decimal or one-thousandth parts (3.468) of a Hectare or thereby, which subjects form **PART** and **PORTION** of **ALL** and **WHOLE** those three areas of land extending in all to Fifty eight Thousand and Eighty three square metres and Six decimal or One tenth parts of a square metre (58,083.6) or thereby in the said Parish and County more particularly described (Second) in, disposed by and shown delineated in black and coloured pink and marked Plots Numbers 3, 4, and 5 on the plan annexed and signed as relative to Statutory Conveyance by The Secretary of State for Scotland in favour of The Fife Regional Council dated Eighth July and recorded in the Division of the General Register of Sasines applicable to the County of Fife on Twenty second August, both months in the year Nineteen hundred and Eighty three; (Two) **ALL** and **WHOLE** the subjects shown cross hatched in orange on the Plan comprising that area of land extending to Fifty six decimal (0.56) or one hundredth parts of a Hectare or thereby forming part of Bogleys Farm, Kirkcaldy in said County and situated on the east side of the A92 Public Road leading from Kirkcaldy to Glenrothes, being the subjects more particularly described in disposed by and shown coloured pink and marked Plot Number 12 on Drawing Number 6/2055/005 annexed and signed as relative to Statutory Conveyance by The Secretary of State for Scotland in favour of The Fife Regional Council dated Fourteenth October and recorded in the said Division of the General Register of Sasines on Eighteenth November, both months in the year Nineteen hundred and Eighty two; and (Three) **ALL** and **WHOLE** the subjects shown cross-hatched in yellow and pink on the Plan comprising part and portion of (1) **ALL** and **WHOLE** that area of land extending to One hectare and One thousand Eight hundred and Thirty one decimal (1.1831) or one ten-thousandth parts of a hectare or thereby forming part of Bogleys Farm, Kirkcaldy in the County of Fife and situated on the north side of Randolph Road, Kirkcaldy being the subjects more particularly described in disposed by and shown coloured pink and marked Plot Number 10 on Drawing Number 6/2055/004 annexed and signed as relative to said Statutory Conveyance by The Secretary of State for Scotland to The Fife Regional Council dated and recorded as aforesaid and (2) the plots extending to Three hundred and Eighty five decimal ore one-thousandth parts (0.385) of an acre or thereby forming part of Bogleys Farm, Kirkcaldy aforesaid and Two acres and Two Hundred and Eighty one decimal or one-thousandth parts (2.281) of an acre or thereby forming part of Acrelands Field "**B**", being the subjects more particularly described in and shown coloured pink and marked "**15**" and "**16**" on the map referred to in The Royal Burgh of Kirkcaldy (Thornton Bypass) Compulsory Purchase Order 1972 dated Eighth May Nineteen hundred and Seventy two, confirmed by The Secretary of State for Scotland on Seventh February Nineteen hundred and Seventy four and recorded in the said Division of the General Register of Sasines on twenty ninth August in the year last mentioned and General Vesting Declaration following thereon dated Second September Nineteen hundred and Seventy Four and recorded in the said Division of the General Register of Sasines on Ninth September in the year last mentioned; **TOGETHER WITH**

(One) all buildings and other erections (if any) on the said area of ground; (Two) the fittings and fixtures therein and thereon; (Three) the parts, privileges and pertinents effecting thereto; (Four) the Borrower's whole right, title and interest, present and future therein and thereto: The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, varied as hereinafter provided, and any lawful variation thereof operative for the time being, shall apply: And we agree that the said standard conditions shall be varied to the effect that (1) the insurance to be effected in terms of standard condition 5(a) shall provide cover to the extent of the full reinstatement value of the security subjects and not the market value thereof, (2) all policies of insurance which afford cover in respect of the security subjects against fire and other risks within the terms of standard condition 5(a) shall be disclosed to the Lender by the Borrower in order that they may be written or endorsed for the interest of the Lender and the Borrower and shall in other respects be deemed for the purpose of this standard security to have been effected under standard condition 5(a). All rights and claims under policies effected or deemed to have been effected under standard condition 5(a) are hereby assigned by the Borrower to the Lender and all moneys becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such moneys become payable or if the Lender so requires, in or towards the discharge of sums received hereby; (3) it shall be an obligation on the Borrower not to create or agree to create a subsequent security over the said subjects or any part thereof, nor to assign or convey the said subjects or any part thereof to any person (otherwise than by *mortis causa* deed) or make directly or indirectly any application for planning permission in relation to the said subjects or any part thereof or make application for any form of grant in respect of the said subjects or any part thereof without the prior consent in writing of the Lender, which consent, if granted, may be so granted subject to such conditions as the Lender may impose and (4) in the event of the Lender entering into possession of the said subjects it shall be entitled as agent for the Borrower to remove, store, sell or otherwise deal with any goods, furniture and fittings and fixtures which the Borrower shall fail to remove from the said subjects within 14 days of being requested to do so by written notice from the Lender, and the Lender shall not be liable for any loss or damage occasioned to the Borrower who shall indemnify the Lender against all expenses incurred by the Lender in relation to such goods, furniture, fittings and fixtures, provided always that the Lender shall account to the Borrower for the proceeds of any such sale after deducting any such expenses: Declaring that words or expressions which are incorporated in the foregoing variation and which are defined in the said Act or the said Schedule shall be deemed to be so defined for the purpose of these presents and a certificate by an official or manager of the Lender, of the sums due by the Borrower to the Lender shall be conclusively and binding on the Borrower:



And we grant warrantice: And we consent to registration hereof and of any such certificate as aforesaid for preservation and execution:

IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages together with the Plan are subscribed as follows:

SUBSCRIBED for and on behalf of the said )  
KINGDOM PARK LIMITED )

at EDINBURGH  
on 10TH OCTOBER 2014  
acting by:

SIR DAVID EDWARD MURRAY Director/Authorised Signat  
(Signature) (Print Name)

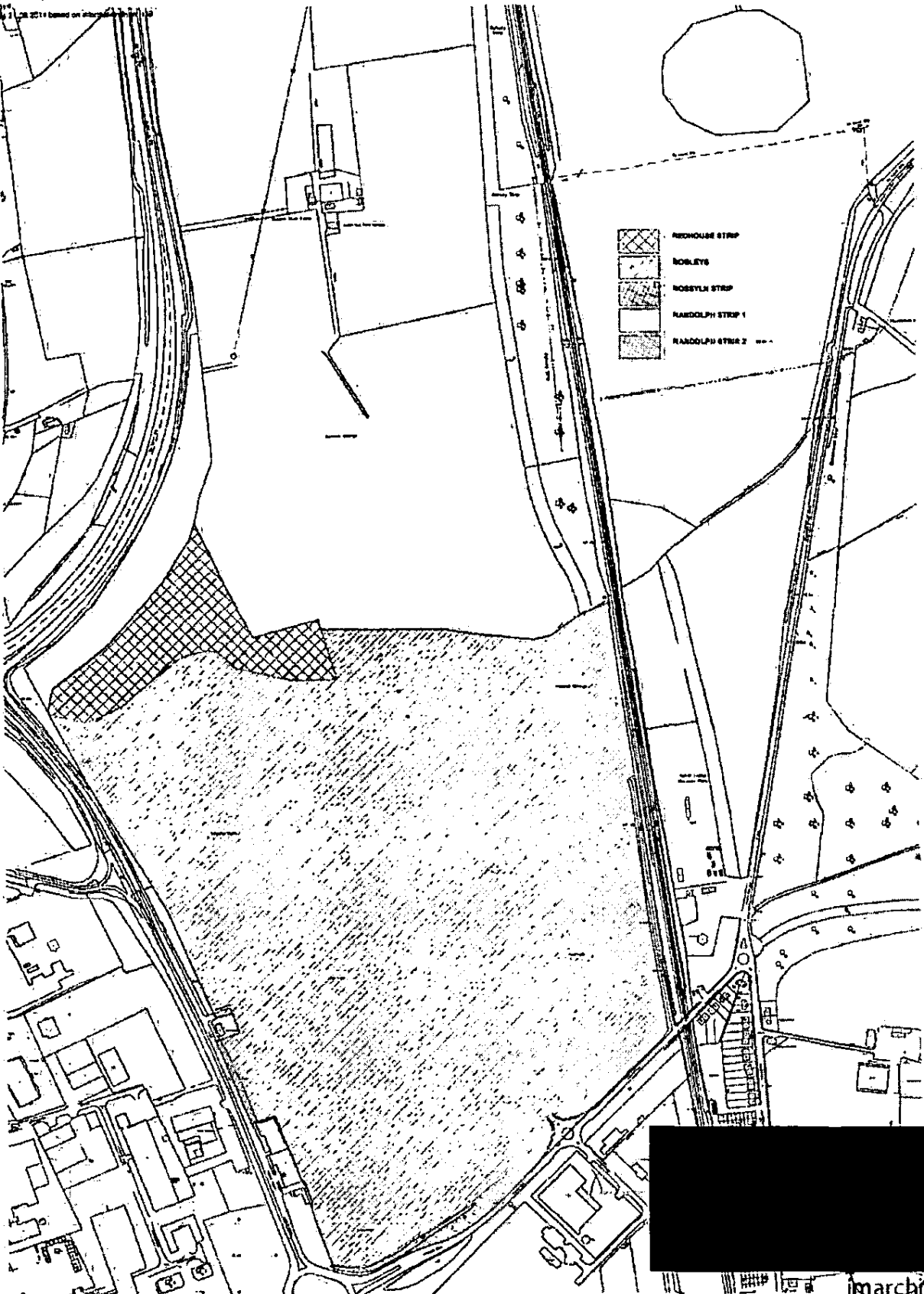
In the presence of  
Witness Signature:

Witness Name DAVID WILLIAM MURRAY HORNE  
Witness Address 11 CANNING STREET  
EDINBURGH  
Witness Occupation: SOLICITOR

**NOTE:**

Drawing layout in accordance with information received from Murray Estate and Hub Goudley 20.06.2014  
 Arrangement 2 20.06.2014 based on information received from Goudley

This is the plan referred to in the foregoing Standard Security by Kingdom Park Limited in favour of Murray Capital Limited



0 50 100 200  
 SCALE BAR (METRES)

**KINGDOM PARK, KINGSLAW**  
 DEVELOPMENT AGREEMENT

JOB NO.  
 1197  
 SCALE  
 1:3000  
 DRAWING  
 INFORMATION

DATE  
 20.06.2014  
 DRAWN BY  
 KG  
 CHECKED BY  
 KG  
 APPROVED BY  
 KG

64 Queen Street  
 Edinburgh  
 EH1 4NA  
 T: 0131 464 6100  
 F: 0131 464 6150  
 info@parchitects.net  
 www.parchitects.net

**parchitects**