



Registration of a Charge

Company Name: **JAMES JOHNSTON & CO. OF ELGIN LIMITED**

Company Number: **SC022553**



Received for filing in Electronic Format on the: **09/11/2023**

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Details of Charge

Date of creation: **03/11/2023**

Charge code: **SC02 2553 0004**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT**

Brief description: **THE SUBJECTS KNOWN AS (1) NEW MILL, NEWMILL ROAD, ELGIN AND (2) THE PROPERTY KNOWN AS 4 NEWMILL COTTAGES, NEWMILL ROAD, ELGIN, IV30 4AD. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JOHN KENNEDY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 22553

Charge code: SC02 2553 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd November 2023 and created by JAMES JOHNSTON & CO. OF ELGIN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2023 .

Given at Companies House, Edinburgh on 13th November 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

For and on behalf of Burness Paull LLP, I certify that this is a true copy of the original document, save for the information redacted pursuant to section 859G of the Companies Act 2006.



Standard Security

Individual/Company/LLP

THIS DOCUMENT AND THE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

Hedging Counterparty	NatWest Markets plc incorporated under the Companies Acts (Company Number SC090312) in its capacity as hedge counterparty including any successor.
Lender	The Royal Bank of Scotland plc incorporated under the Companies Acts (Company Number (SC083026) and having its registered office at 36 St. Andrew Square, Edinburgh, Scotland, EH2 2YB including any successor.
Owner:	James Johnston & Co. of Elgin Limited incorporated under the Companies Acts with registered number SC022553 and having its registered office at Newmill, Elgin, IV30 4AF.
Security Agent:	The Royal Bank of Scotland plc incorporated under the Companies Acts (Company Number (SC083026) and having its registered office at 36 St. Andrew Square, Edinburgh, Scotland, EH2 2YB as security agent and trustee for the Secured Parties which expression shall include any successor acting as such security agent and trustee appointed from time to time.
Property:	<p>The subjects known as (1) New Mill, Newmill Road, Elgin shown edged red on the plan annexed and subscribed as relative hereto, and (2) the property known as 4 Newmill Cottages, Newmill Road, Elgin, IV30 4AD and together comprising:</p> <p>(FIRST) ALL and WHOLE that portion of the feu property of Newmill lying in the Parish of Saint Andrews Lhanbryde and Shire of Elgin, which area of ground is more particularly described in and shown pink on the plan annexed to the Disposition by Charles James Johnston in favour of the partners of the firm of James Johnston and Company recorded in the General Register of Sasines for the County of Elgin and Forres on 13 October 1920, but excluding the area of land coloured green on the lastmentioned plan;</p> <p>(SECOND) ALL and WHOLE that portion of the feu property of Newmill lying in the Parish of Saint Andrews Lhanbryde and Shire of Elgin coloured green on the plan annexed and signed as relative to a Disposition by Charles James Johnston in favour of Charles Ernest Johnstone recorded in the General Register of Sasines for the County of Elgin and Forres on 16 September 1911 (but under exception from the subjects noted (FIRST) and (SECOND) above of</p> <p>(One) ALL and WHOLE the piece of ground measuring 2.205 acres or thereby and more particularly described, disposed and shown delineated and coloured pink on the plan annexed to the Disposition by Royal Bank of Scotland, with consent, in favour of Lord Provost, Magistrates and Councillors of City and Royal Burgh of Elgin dated 24 and 30 November and recorded in the General Register of Sasines for the County of Moray on 29 December, all dates in 1950;</p> <p>(Two) ALL and WHOLE the piece of ground being 0.94 acres or thereby as more particularly described, disposed and shown delineated and coloured pink on the plan annexed to the Disposition, with consent, in favour of Scottish Garden City Housing Society</p>

	<p>Limited dated 12 and 18 April 1951 and recorded in the General Register of Sasines applicable to the County of Moray on 18 May 1951;</p> <p>(Three) ALL and WHOLE the area of ground being approximately 2 acres, three roods, twenty poles and seven and one half square yards and more particularly described, disposed and shown delineated in red and coloured pink, yellow, green and purple on the plan annexed to the Disposition by Royal Bank of Scotland, with consent, to Newmill Ironworks (of Elgin) Limited dated 24 and 28 January and recorded in the General Register of Sasines applicable to the County of Moray on 5 February 1955;</p> <p>(Four) ALL and WHOLE the triangular area being 28 poles, 12 square yards or thereby more particularly described, disposed and shown delineated in red and coloured pink on the plan annexed to the Feu Disposition by Royal Bank of Scotland, with consent, in favour of Newmill Ironworks (of Elgin) Limited dated 31 July 1959 and 8 August 1959 and recorded in the General Register of Sasines applicable to the County of Moray on 24 August 1959;</p> <p>(Five) ALL and WHOLE the area or piece of ground more particularly described, disposed and shown delineated in red and coloured pink on the plan annexed to the Feu Disposition by RBS with Consent in favour of Newmill Ironworks (of Elgin) Limited dated 15 and 25 September recorded in the General Register of Sasines applicable to the County of Moray on 7 October, all dates in 1961;</p> <p>(Six) ALL and WHOLE the area or piece of ground containing 1.38 acres being the subjects delineated in red and coloured pink and partly hatched in green on the plan annexed to the Disposition by The Royal Bank of Scotland (with consent, including consent of Edward Paton Harrison) in favour of Temperance Permanent Building Society recorded in the General Register of Sasines applicable to the County of Moray on 16 July 1968;</p> <p>(Seven) ALL and WHOLE the ground floor dwellinghouse forming part of the line of terrace of dwellinghouses known as Newmill Cottages, Elgin as more particularly described and disposed by the Disposition by Royal Bank of Scotland, with consent, in favour of George Grant dated 5 and 13 May and recorded in the General Register of Sasines applicable to the County of Moray on 21 May, all dates in 1969;</p> <p>(Eight) ALL and WHOLE the ground and first floor dwellinghouse consisting of the ground and first floor forming part of the line or terrace of dwellinghouses known as Newmill Cottages, Elgin more particularly described and disposed by the Disposition by The Royal Bank of Scotland, with consent, in favour of George Thomson dated 5 and 13 May and recorded in the General Register of Sasines applicable to the County of Moray on 21 May, all dates in 1969;</p> <p>(Nine) ALL and WHOLE the first floor dwellinghouse more particularly described and disposed by the Disposition by The Royal Bank of Scotland, with consent of James Johnston & Co. of Elgin Limited, John Mitchell Cruickshank and Mrs Margaret Brown Gordon Cruickshank, in favour of Temperance Permanent Building Society recorded in the General Register of Sasines applicable to the County of Moray on 21 May 1969;</p> <p>(Ten) ALL and WHOLE the ground floor and first floor dwellinghouse more particularly described and disposed by the Disposition by The Royal Bank of Scotland, with consent of James Johnston & Co. of Elgin Limited and Alexander Fraser, in favour of Temperance Permanent Building Society recorded in the General Register of Sasines applicable to the County of Moray on 21 May 1969;</p>
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	<p>(Eleven) ALL and WHOLE the ground and first floor dwellinghouse forming part of a line of terrace of dwellinghouses known as Newmill Cottages, Elgin, more particularly described and disposed by the Disposition by Royal Bank of Scotland Limited, with consent of James Johnston & Co. of Elgin Limited and Philip Storrie Armstrong, in favour of Temperance Permanent Building Society recorded in the General Register of Sasines applicable to the County of Moray on 21 May 1969;</p> <p>(Twelve) ALL and WHOLE the area or piece of ground containing 14 poles, 12.7 square yards more particularly described, disposed and shown delineated in red and coloured pink on the plan annexed to the Disposition by The Royal Bank of Scotland Limited, with consent, in favour of John Webb recorded in the General Register of Sasines applicable to the County of Moray on 5 June 1969;</p> <p>(Thirteen) (First) ALL and WHOLE that area of ground lying to the south side of Newmill Road extending to 769 square yards more particularly described, disposed and shown delineated and coloured pink and marked "Plot 6" on the plan annexed to the Disposition by the Royal Bank of Scotland with consent in favour of Moray and Nairn Joint County Council recorded in the General Register of Sasines applicable to the country of Moray on 1 May 1970, (Second) ALL and WHOLE that area of ground lying to the east or thereby of the River Lossie extending to 880 square yards as more particularly described, disposed and shown delineated and coloured pink and marked "Plot 5" on the plan annexed to the last mentioned Disposition, and (Third) A servitude right of way over and across the subjects being 114 square yards which area is delineated and coloured blue and marked "Plot 7" on the plan annexed to the last mentioned Disposition; and</p> <p>(Fourteen) ALL and WHOLE the Subjects that area of ground situated to the east of Newmill Road, Elgin being the subjects described, disposed and shown delineated red and coloured pink on the plan annexed to the Disposition by James Johnston & Co. of Elgin Limited in favour of The Moray Council dated 11 October 2019 and which subjects are undergoing registration in the Land Register of Scotland under Title Number MOR20466 on 19 February 2021;)</p> <p>(THIRD) ALL and WHOLE that piece of ground extending to 0.37 acres or thereby forming part of Newmill, which area of ground is more particularly described in and shown delineated and coloured pink on the plan annexed to the Disposition by The Lord Provost, Magistrates and Councillors of the City and Royal Burgh of Elgin in favour of James Johnston and Company of Elgin Limited recorded in the General Register of Sasines applicable to the County of Moray on 7 January 1971, under exception of ALL and WHOLE the Subjects that area of ground situated to the east of Newmill Road, Elgin being the subjects described, disposed and shown delineated red and coloured pink on the plan annexed to the Disposition by James Johnston & Co. of Elgin Limited in favour of The Moray Council dated 11 October 2019 and which subjects are undergoing registration in the Land Register of Scotland under Title Number MOR20466 on 19 February 2021;</p> <p>(FOURTH) ALL and WHOLE that plot of ground extending to 0.106 hectares or thereby which area of ground is more particularly described in and shown delineated in red on the plan annexed to the Disposition by Scottish Garden City Housing Society Limited in favour of James Johnston and Company of Elgin Limited recorded in the General Register of Sasines applicable to the County of Moray on 22 December 1995 under exception of ALL and WHOLE the Subjects that area of ground situated to the east of Newmill Road, Elgin being the subjects described, disposed and shown delineated red and coloured</p>
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pink on the plan annexed to the Disposition by James Johnston & Co. of Elgin Limited in favour of The Moray Council dated 11 October 2019 and which subjects are undergoing registration in the Land Register of Scotland under Title Number MOR20466 on 19 February 2021;

(FIFTH) ALL and WHOLE 4 Newmill Cottages, Newmill Road, Elgin, IV30 4AD being the house on the ground and first floors tinted pink on Title Plan MOR228 and being the subjects registered in the Land Register of Scotland under Title Number MOR228, together with (a) that part of the solum of the said dwelling house on which it is solely erected and (b) a joint and common right of ownership along with the proprietors of (One) the adjoining dwellinghouse situated to the north east of the subjects registered in the Land Register of Scotland under Title Number MOR228, and (Two) the common yard to the solum where common to the subjects registered in the Land Register of Scotland under Title Number MOR228, the said adjoining dwellinghouse and the said common yard which solum, where common, is tinted yellow on Title Plan MOR228;

(SIXTH) ALL and WHOLE the area or piece of ground containing 1.38 acres being the subjects delineated in red and coloured pink and partly hatched in green on the plan annexed to the Disposition by The Royal Bank of Scotland (with consent, including consent of Edward Paton Harrison) in favour of Temperance Permanent Building Society recorded in the General Register of Sasines applicable to the county of Moray on 16 July 1968;

(SEVENTH) ALL and WHOLE that area of land being the subjects with the dwellinghouse and other buildings erected thereon known as Garvald, Newmill, Elgin, IV30 4AD more particularly described in, disposed by and shown delineated in red and coloured pink and partly hatched green on the plan annexed and signed as relative to Disposition by the Royal Bank of Scotland with consent therein mentioned in favour of Temperance Permanent Building Society dated 4 and 8 and recorded in the Division of the General Register of Sasines applicable to the County of Moray on 16 July 1968, under exception of ALL and WHOLE that area or piece of ground extending to 0.155 acres or thereby more particularly described in, disposed by and shown delineated by a broken black line and coloured pink on the plan annexed and executed as relative to Disposition by Edward Paton Harrison in favour of James Johnston & Company of Elgin Limited dated 21 and 26 November 1986 and registered in the Division of the General Register of Sasines applicable to the County of Moray on 16 February 1987;

(EIGHTH) ALL and WHOLE the area of ground at Newmill Road, Elgin being the subjects registered in the Land Register of Scotland under Title Number MOR19707;

(NINTH) ALL and WHOLE the subjects being the ground floor flatted dwellinghouse at Newmill Cottages, Newmill Road, Elgin, together with the whole common joint mutual and sole rights, parts, privileges and pertinents effeiring thereto being the subjects more particularly described in Disposition by The Royal Bank of Scotland Limited with consent therein mentioned in favour of George Grant dated 5th and 13th and recorded in the Division of the General Register of Sasines for the County of Moray on 21st, all days of May 1969;

(TENTH) ALL and WHOLE the subjects One Newmill Cottages, Elgin together with the solum and a joint or common right of ownership in the common solum on which the said dwellinghouse is erected and the common rights effeiring thereto being the subjects more particularly described in, disposed by and shown delineated in red and partly coloured pink and hatched in green on the plan annexed and signed as relative to Disposition by the Royal bank of Scotland Limited with consent in favour of George Thompson dated

	<p>5th and 13th and recorded in the Division of the General Register of Sasines for the County of Moray on 21st, all days of May 1969;</p> <p>(ELEVENTH) ALL and WHOLE the subjects being the first floor flatted dwellinghouse known as 5A Newmill Cottages, Elgin, together with the access stairway leading to the said dwellinghouse and the solum of the said stairway, being the subjects more particularly described in the Disposition by the Royal Bank of Scotland Limited with consent of James Johnston & Company of Elgin Limited and John Mitchell Cruickshank and Mrs. Margaret Brown Gordon Cruickshank in favour of Temperance Permanent Building Society recorded in the Division of the General Register of Sasines for the County of Moray on 21st May 1969;</p> <p>(TWELFTH) ALL and WHOLE the subjects being that area or piece of ground containing 14 poles twelve yards and 0.7 square yards or thereby more particularly described in, disposed by and shown delineated in red and coloured pink on the plan annexed and signed as relative to the Disposition by the Royal Bank of Scotland Limited with consent in favour of John Webb dated 5th and 13th both days in May, and recorded in the Division of the General Register of Sasines for the County of Moray on 5th June, both months in the year 1969;</p> <p>(THIRTEENTH) ALL and WHOLE the subjects as more particularly described in the particularly described and disposed by the Disposition by The Royal Bank of Scotland, with consent of James Johnston & Co. of Elgin Limited and Alexander Fraser, in favour of Temperance Permanent Building Society recorded in the General Register of Sasines applicable to the County of Moray on 21 May 1969;</p> <p>(FOURTEENTH) ALL and WHOLE the plot or area of ground extending to 442 square metres or thereby as more particularly described, disposed in and shown delineated red and coloured pink on the plan annexed to the Disposition by Newmill Engineering Limited in favour of James Johnston & Company of Elgin Limited dated 3 July 1990 and recorded in the General Register of Sasines applicable to the County of Moray on 13 November 1990;</p> <p>(FIFTEENTH) (In The First Place) ALL and WHOLE that area of ground extending to two acres, three roods, twenty poles and seven and one half square yards or thereby described in the Feu Disposition by The Royal Bank of Scotland with consents in favour of Newmill Ironworks (of Elgin) Limited dated 24 and 28 January and recorded in the Division of the General Register of Sasines applicable to the County of Moray on 5th February all in the year 1955, (In The Second Place) ALL and WHOLE the triangular area of ground extending to 28 poles and 12 square yards or thereby described in Feu Disposition by The Royal Bank of Scotland with consents in favour of Newmill Ironworks (of Elgin) Limited dated 31 July and 8 August and recorded in the said Division of the General Register of Sasines on 24 August, all in the year 1959, and (In the Third Place) ALL and WHOLE that area of ground including the solum of a part of the Mill Lade extending to 10 poles and 15 square yards or thereby described in the Feu Disposition by The Royal Bank of Scotland with consents in favour of Newmill Ironworks (of Elgin) Limited dated 15th and 25th September and recorded in the said Division of the General Register of Sasines on 7 October all in 1961; but excepting from the subjects (In the First Place), (In the Second Place) and (In the Third Place) hereinbefore disposed ALL and WHOLE that plot or area of ground extending to 442 square metres or thereby described in the Disposition by Newmill Engineering Limited in favour of James Johnston and Company of Elgin Limited dated 3rd July and recorded in the said Division of the General Register of Sasines on 13th November both months in 1990; and</p> <p>(SIXTEENTH) ALL and WHOLE that plot or area of ground extending to 0.1344 hectares or thereby being the subjects delineated red and coloured pink</p>
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	on the plan annexed to the Disposition by Scottish Garden City Housing Society Limited in favour of James Johnston and Company of Elgin Limited dated 19 November 2010 and recorded in the General Register of Sasines applicable to the County of Moray on 2 December 2010; TOGETHER WITH (i) the whole buildings and erections thereon (ii) the heritable fixtures and fittings therein and thereon (iii) all rights and pertinents effecting thereto including all rights of access to and egress therefrom and (iv) the Owner's whole right title and interest therein and thereto.
Ancillary Rights:	All rights ancillary to ownership of the Property as more fully described in the Terms.
Terms:	The Lender's Standard Security Terms dated and registered in the Books of Council and Session on 4 July 2011 form part of this standard security and are available to be read and printed online. To access the Terms, go to www.rbs.co.uk/terms and enter ss0511 or a copy can be obtained from the Owner's solicitor.
Secured Parties:	The Lender, the Hedging Counterparty and the Security Agent and their respective successors (and Secured Party shall mean any such person). The Owner acknowledges and agrees that the rights and interests granted to the Security Agent and the Secured Parties under this standard security are subject to the terms of the Intercreditor Agreement (although the Owner has not been provided with a copy of the Intercreditor Agreement and is not familiar with its terms).
Security Interests	Any security interests created by the Owner in favour of the Lender, the Hedging Counterparty, or the Security Agent.
Intercreditor Agreement:	The intercreditor agreement entered into between the Security Agent and the Secured Parties in connection with the Obligations as amended, supplemented, varied or restated from time to time.

1 Obligations

- 1.1 The Owner undertakes to pay to the Secured Parties or otherwise discharge, in each case on demand, the Obligations. The **Obligations** are all the Owner's liabilities to any Secured Party (present, future, actual or contingent and whether incurred alone or together with another or as a partner of a firm (an **Other Person**)) and all obligations under this standard security and include:
- 1.1.1 **Interest** at the rate charged by each such Secured Party (as applicable), calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by that Secured Party,
 - 1.1.2 any expenses any Secured Party incurs (on a full indemnity basis and with Interest from the date of payment) in taking, perfecting, protecting, enforcing or exercising any power under this standard security.
- 1.2 A **Certificate** signed by a Security Agent official as to the amount of the Obligations will be binding on the Owner except if there is an obvious error.

2 Charge

The Owner as continuing security for the payment or other discharge of the Obligations, in each case on demand:

- 2.1 grants a standard security to the Security Agent over the Property, and
- 2.2 assigns to the Security Agent the Ancillary Rights not secured by the standard security.

3 Standard Conditions

The Owner agrees that the **Standard Conditions** specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation to them operative for the time being, as varied by the Terms, apply to this standard security.

4 Warrandice

The Owner grants warrandice.

5 Security Agent and Intercreditor Agreement

- 5.1 The Owner acknowledges the appointment of the Security Agent in respect of the Security Interests under the Intercreditor Agreement (although the Owner has not been provided with a copy of the Intercreditor Agreement and is not familiar with its terms).
- 5.2 The Security Agent holds the benefit of this standard security on trust for the Secured Parties.

6 Registration and execution

The Owner consents to registration of this standard security and any Certificate for execution.

IN WITNESS WHEREOF: This standard security comprising this page and the foregoing six pages, together with the plan annexed hereto, is executed as follows:

The Owner:

Signature of
director/secretary/authorised signatory/witness

KAREN SHAW
Full name of above (print)

NEWMILL
ELGIN

IV30 4AF
Address of witness

Signature of
director/secretary/authorised signatory

JULIANNA M. WALLACE
Full name of above (print)

12/10/2023
Date of signing

NEWMILL, ELGIN
Place of signing

THIS IS THE PLAN REFERRED TO IN THE
FOREGOING STANDARD SECURITY between
The Royal Bank of Scotland PLC and James
Johnson & Co of Elgin Limited.

[Handwritten signature]

