

ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE Plot at Ben Wyvis, Aultguish, Garve, IV23 2PQ shown outlined in red and labelled Ben Wyvis on the Plan which is annexed and executed a relative hereto, which subjects form PART and PORTION of the subjects registered in the Land Register of Scotland under Title Number ROS1262 (hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by Horse Shoe Group Ltd, a Company incorporated under the Companies Acts (SC859444) and having their Registered Office at 272 Bath Street, Glasgow, G2 4JR (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh EH2 4AN upon

Two Thousand and

or at such other time or place as the exposure may be adjourned to or unless previously sold privately and that on the following conditions as may be appointed in any Minute to be annexed hereto:-

1. It is expressly declared and accepted by any person bidding at the said public roup that the said General Conditions of Sale which are specified in the Auctioneers Catalogue and any document referred to therein shall apply, to the sale of the Lot only in so far as not inconsistent with the terms of these Articles of Roup and the Minute of Preference and Enactment and any further minute to follow hereon and in the event of any such inconsistency, the terms of these Articles of Roup and Minute of Preference and Enactment and any further minute to follow hereon shall prevail and such parts of the General Conditions of Sale and any documents referred to therein which are so inconsistent shall not apply.

2. The date of entry shall be

Two Thousand and

or such other date as may be agreed between the Seller and the Purchaser when the balance of the purchase price shall be paid notwithstanding that a Disposition or Assignment is not available for delivery to the Purchaser in exchange for the Price. By accepting payment the Seller will come under obligation to execute and deliver to the Purchaser a valid Disposition or Assignment in their favour containing all usual and necessary clauses including warrandice from the Seller's facts and deeds only.

3. In addition the Price, the Purchaser will also have an obligation to pay the sum of £1500 + VAT as a contribution towards the Seller's costs and legal fees. No breakdown of these cost and fees shall be exhibited to the Purchaser or their agent(s). These additional costs shall be subject to the same conditions as payment of the Price as per the auction conditions.

4. The Seller's Solicitors are McEwan Fraser Legal, Claremont House, 130 East Claremont Street, Edinburgh, EH7 4LB.

5. The Auctioneers are **Braveheart Auctions Ltd.**

Solicitors
Firm's Signature



Witness



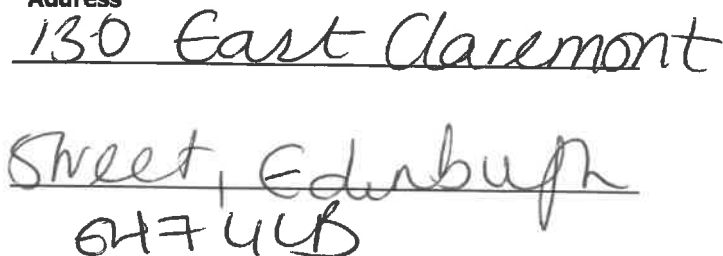
Adhibited by

Artur Lasisz, Partner
McEwan Fraser Legal
130 East Claremont Street
Edinburgh
EH7 4LB

Full Name

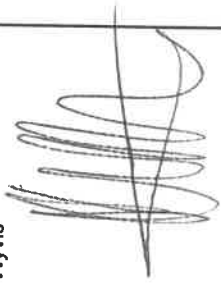


Address





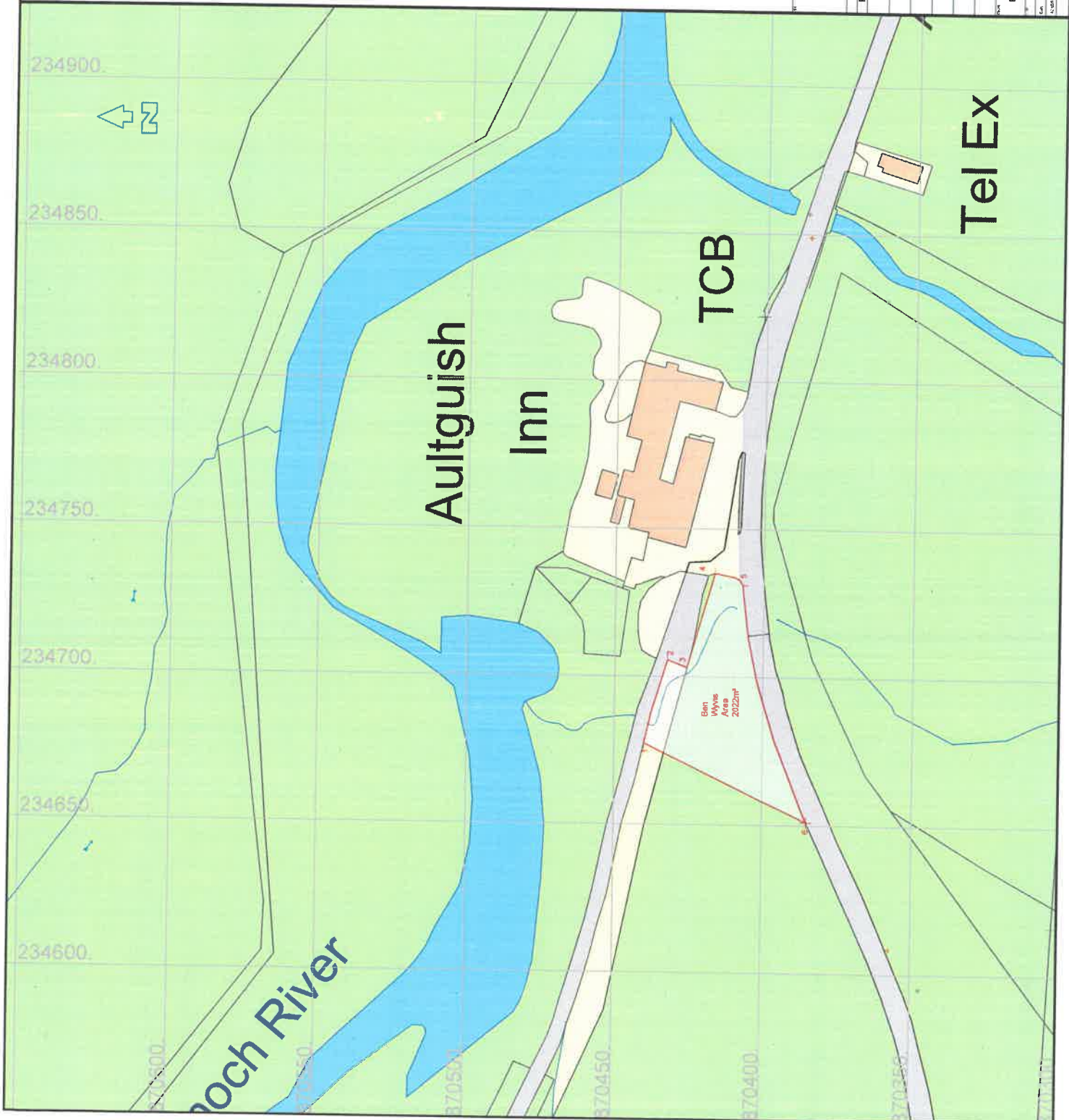
This is the Plan referred to in the foregoing Articles of Roup by McEwan Fraser Legal on behalf of Horse Shoe Group Ltd in relation to the Plot at Ben Wyvis



Ben Wyvis, Aultgush, Garve

Point	Boundary Coordinates	
	Easting	Northing
1	235027.3	870439.9
2	235055.5	870432.1
3	235053.0	870425.6
4	235094.9	870416.4
5	235081.0	870407.0
6	235001.0	870395.5

Benwyvis Auctions	10404.1
Scale	1:1250
Date	16th May 2008
Drawn by	MB
Checked by	MB
Authorised by	MB
Project No.	10404.1
Client	McEwan Fraser Legal



TEL EX



Title Information: ROS1262

Search summary

Date/Time of search	02 Feb 2026 13:05:05
Transaction numbers	SCO-24659401 SCO-24659403
User reference	RMW/47879/1

Section A

Property

Date of first registration	18 Dec 2003
Date title sheet updated to	07 Oct 2025
Hectarage Code	8.6
Real Right	OWNERSHIP
Map Reference	NH37SE
Title Number	ROS1262
Cadastral Unit	ROS1262
Sasine Search	30968
Property address	AULTGUISH INN, GARVE IV232PQ
Description	Subjects AULTGUISH INN, GARVE IV23 2PQ tinted pink on the Title Plan being 8.6 hectares in measurement on the Ordnance Map. Together with all necessary servitude rights for the use and maintenance of the existing water supply to the subjects in this Title and the buildings thereon together with the rights contained in the Feu Disposition in Entry 1 of the Burdens Section, the Deed of Servitude in Entry 2 of the Burdens Section and in Part II of the Disposition in Entry 4 of the Burdens Section.
Notes	<ol style="list-style-type: none"> 1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Disposition in Entry 1 of the Burdens Section and the Disposition in Entry 3 of the Burdens Section. 2. The boundary between the points lettered A - B in blue on the Title Plan is the medium filum of the Glascarnoch River. Indemnity is excluded in terms of Section 12(2) of the Land Registration (Scotland) Act 1979 in respect of any loss arising as a result of the said boundary being declared or found to follow a different line from that shown on the Title Plan at any time. 3. The boundary between the points lettered B - C in blue on the Title Plan is the burn known as Allt Giubhais Beag. Indemnity is excluded in terms of Section 12(2) of the Land Registration (Scotland) Act 1979 in respect of any loss arising as a result of the said boundary being declared or found to follow a different line from that shown on the Title Plan at any time. 4. the parts edged and numbered in green on the Title Plan have been removed from this Title

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Section B

Proprietorship

ROS1262

HORSE SHOE GROUP LTD incorporated under the Companies Acts (Registered Number SC859444), Registered Office at 272 Bath Street, Glasgow, G2 4JR.

Entry number	1
Date of registration	07 Oct 2025
Date of Entry	12 Sep 2025
Consideration	£75,000

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Section C

Securities

ROS1262

There are no entries.

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Section D

ROS1262

Burdens

Number of Burdens: 4

Burden 1

Feu Disposition by Governor & Company of Bank of Scotland with consent to Allan Anthony Durant and his executors and assignees recorded G.R.S. (Ross & Cromarty) 26 Nov. 1970 of area of ground with Aultguish Hotel thereon, bounded on north by Glascarnoch River, of which the subjects in this Title form part, contains the following rights and burdens

A servitude right to the existing water supply from the manhole situated on the Estate of Lochluichart to the south-east of the subjects in this Title along the service pipe, the track of which is indicated by the blue broken line on said Plan, with right of access to the proprietor of the subjects in this Title on all necessary occasions for the purpose of repairing and renewing said pipe and water supply installation upon payment of surface damage only: Declaring however that the quality and quantity of such water supply to said hotel is in no way warranted or guaranteed as to quality and quantity.

(First) Reserving to us and our successors in the lands of which the said area of ground forms part all coal and mines of coal together with such rights as became annexed thereto and which were vested in the National Coal Board on First January 1947 in virtue of the provisions of the Coal Industry Nationalisation Act 1946; and (Second) A servitude right of access in favour of the North of Scotland Hydro Electric Board from the Glascarnoch Dam to its junction with the Public Road leading from Ullapool to Garve at a point to the south of the Aultguish Hotel; Declaring that should the feuar desire to enclose the area of the feu by suitable walls or stockproof fences he shall erect the same at his own expense and shall be bound to maintain the same in good repair in all time coming and free of expense to the superior.

Burden 2

Deed of Servitude containing Disposition by Lochluichart Estate Company to Partners and Trustees for the Firm of Aultguish Inn and their assignees recorded G.R.S. (Ross & Cromarty) 20 Jun. 2000 of servitude right to the existing water supply from the dam situated on Lochluichart Estate along the service pipe the track of which is indicated by the blue broken line on the Title Plan contains the following declaration:

Responsibility for the upkeep and maintenance of said pipe and water supply installation shall be borne by the Partners and Trustees for the said Firm of Aultguish Inn and their foresaids.

Burden 3

Disposition by Guernroy Limited to Trustees for the partnership of Aultguish Inn and their assignees recorded G.R.S. (Ross & Cromarty) 21 Jun. 2000 of the subjects in this Title, contains the following burdens:

Reserving to us and our successors:

(One) the whole mines metals minerals fossils and others within and under the subjects with full power and liberty to search for, work, win, raise and carry away the same and to do everything necessary for all or any of these purposes sit being declared that in working said minerals, Guernroy shall have no right to enter upon or break the surface of the subjects and shall pay compensation for all damage which the surface of the subjects or any building or buildings to be erected thereon may sustain in and through the operations necessary for the exercise of said reserved right and power;

(Two) all rights to game with right to Guernroy and those authorised by Guernroy to enter upon the subjects for the purpose of retrieving dead or wounded game on making good any damage occasioned thereby;

(Three) the right to use all, if any, existing roads, tracks, pathways and others forming part of the subjects for all purposes;

(Four) the right to continue to use and maintain in, on, over or under the subjects the existing water supply pipes, with right of access thereto on all necessary occasions for the purposes of inspection, cleaning, repairing, renewing and altering the levels and/or the alignment of the same on payment of any surface damage occasioned and the right to continue to use and maintain, in, on, over or under the Property all if any existing drains, sewers and mains electricity supply and telephone cables and transmitters so far as passing through, under or over the subjects in so far as serving any adjoining properties or adjoining ground belonging to us;

(Five) a right and wayleave to lead new, additional and/or increased water, electricity, gas and telephone services and any other mains services on, under, over or through the subjects along such routes as may be approved by our said disponees and their foresaids (such approval not to be unreasonably withheld) with all necessary rights of access thereto on all necessary occasions for the purposes of inspection, cleaning, repairing, renewing and alerting the levels of the same subject to making good all damage caused to the subjects and causing as little inconvenience as possible.

Burden 4

Disposition by Alastair Charles Dowson-Pak and Anne Dowson-Park to Stephen Sharkey and Sandra Sharkey as Trustees for their Firm of Altguish Inn, registered 17 Aug 2006 of the subjects The Altguish Inn, by Garve, being the subjects edged and numbered 1 in green on the Title Plan and registered under Title Number ROS6820 contains inter alia the following servitudes;

Part II

"the Servitudes".

In this part of the Schedule:-

"the Benefited Property" means the subjects The Altguish Inn, by Garve, being the subjects edged and numbered 1 in green on the Title Plan and registered under Title Number ROS6820; and

"the Burdened Property" means the subjects remaining in this Title.

The following servitudes are granted in favour of the Benefited Property over the Burdened Property:-

1. A heritable and irredeemable servitude right of wayleave for the siting of the existing septic tank, relative soakaway, pipes and other necessary apparatus within the Burdened Property together with access thereto on all necessary occasions for the purposes of the maintenance, repair and renewal of same subjects, in each case, to making good all surface damage caused thereby.

2. A heritable and irredeemable servitude right of wayleave for siting of all necessary electric, telephone and other utility services, cables and apparatus within the Burdened Property together with access thereto on all necessary occasions for the purposes of the maintenance, repair and renewal of the same subject, in each case, to making good all surface damage caused thereby.

Part III

"the Reservations"

In this part of the Schedule:-

"the Benefited Property" means the subjects in this Title and

"the Burdened Property" means the subjects The Altguish Inn, by Garve, being the subjects edged and numbered 1 in green on the Title Plan and registered under Title Number ROS6820;

The following servitudes are reserved in favour of the Benefited Property over the Burdened Property:-

1. A heritable and irredeemable servitude right of pedestrian and vehicular (but excluding construction traffic) access and egress to and from the benefited Property by means of the car-park on the Burdened Property and otherwise by means of such reasonable route over the Burdened Property as the Disponees or their successors in ownership of the Burdened Property shall specify, acting reasonably, subject to the Disponers and their successors in ownership of the Benefited Property being obliged to contribute to the costs of maintenance, repair and renewal of the said car-park and any other part of the Burdened Property over which such access is taken along with the Disponees and their foresaids, the amount of such contribution to be a proportion of such costs based on relative user.

2. A heritable and irredeemable servitude right of wayleave for the connection into all necessary electric, telephone and other utility services, cables and apparatus and sewerage apparatus within the Burdened Property together with access thereto on all necessary occasions for the purposes of the maintenance, repair and renewal of the same subject, in each case, to making good all surface damage caused thereby subject to the Disponers and their successors in ownership of the Benefited Property being obliged (1) to free and relieve the Disponees and their foresaids against the costs of all consumption by them as proprietors of the Burdened Property of such utility services and (2) to contribute to the costs of maintenance, repair and renewal of all such electric, telephone and other utility services, cables and apparatus, the amount of such contribution to be a proportion of such costs based on relative user.

PART IV. Servitude Conditions

In this part of the Schedule:-

"the Benefited Property" means the subjects in this Title; and

"the Burdened Property" means the Retained Subjects being the subjects registered under Title Number ROS1262 and forming The Altguish Inn, by Garve of which the subjects in this Title form part.

The Burdened Property shall be subject to the following servitude conditions which are imposed on the Burdened Property in favour of the Benefited Property:-

1. The Disponees and their foresaids shall be obliged to proportionally indemnify the First Disponers and the Second Disponers and their respective foresaids against all costs and expenses referable to the Subjects levied in respect of the said water supply;
2. The Disponees and their foresaids shall be obliged to maintain the said septic tank and soakaway in good working order.

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Pending Applications

ROS1262

Application Number 25ROS05108

Date of Application 23 Dec 2025

Application Status CONFIRMED

Consideration £8000

Title Number ROS31250

Application Type Transfer of Part

Parent Title Number ROS1262

Applicants

IAIN DUNCAN MACKENZIE, 64 CROWN DRIVE, INVERNESS, IV2 3QG

Granters

HORSE SHOE GROUP LTD, SC859444,

Property Addresses

PLOT 1 SKYFALL, GARVE, ROSS AND CROMARTY

Additional Information

Plot 1 - Area of ground extending 1424 sqm or thereby

Deeds

Agent No.	Deed type	Deed Details
10178	Disposition	HORSE SHOE GROUP LTD IFO IAIN DUNCAN MACKENZIE

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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Application Number 25ROS05153

Date of Application 23 Dec 2025

Application Status CONFIRMED

Consideration

Title Number ROS1262

Application Type Dealing with Whole

Parent Title Number

Applicants

NOT APPLICABLE,

Property Addresses

AULTGUISH INN, GARVE, IV232PQ

Additional Information

Dual Reg - t/w 25ROS05108

Deeds

Agent No.	Deed type	Deed Details
10178	Disposition	(Dual Reg) HORSE SHOE GROUP LTD ifo IAIN DUNCAN MACKENZIE

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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Application Number	26ROS0064A
Date of Application	19 Jan 2026
Valid From	20 Jan 2026
Valid To	23 Feb 2026
Application Status	CONFIRMED
Consideration	
Title Number	ROS1262
Application Type	Advance Notice
Parent Title Number	

Grantees

IAIN DUNCAN MACKENZIE, 64 CROWN DRIVE, INVERNESS, IV2 3QG

Granters

HORSE SHOE GROUP LTD, SC859444, 272 BATH STREET, GLASGOW, G2 4JR

Additional Information

AULTGUISH INN, GARVE, IV232PQ

Deeds

Agent No.	Deed type	Deed Details
10178	Disposition	

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

5280
2/12/2009

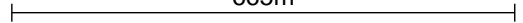
TITLE NUMBER

ROS1262



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

665m



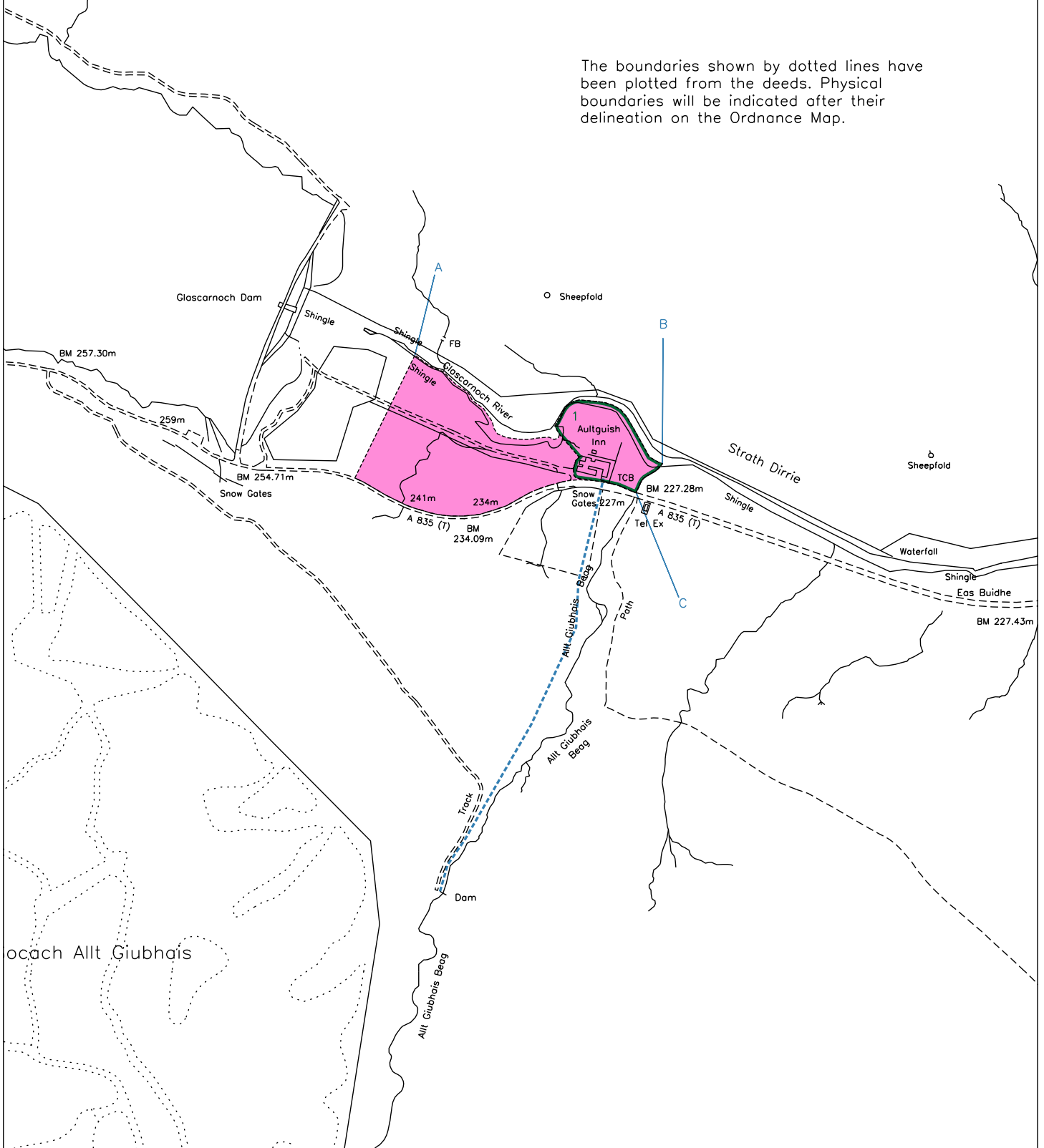
NH36NW NH36NE NH37SW NH37SE

Survey Scale

1/10000

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The boundaries shown by dotted lines have been plotted from the deeds. Physical boundaries will be indicated after their delineation on the Ordnance Map.



ocach Allt Giubhais

DISPOSITION

In this Disposition, the expressions set out below in Column A shall have the meaning and effect respectively stipulated and specified opposite them in Column B, namely:-

COLUMN A	COLUMN B
DISPONER:	HORSE SHOE GROUP LTD incorporated under the Companies Acts (Registered Number SC859444) and having their Registered Office at 272 Bath Street, Glasgow, G2 4JR
CONSIDERATION:	The sum of xxx (£xxx) Sterling paid to us by the Disponee, hereinafter defined, of which sum the Disponer hereby acknowledges receipt and discharges the disponee;
DISPONEE:	xxx and to his/her/their executors and assignees whomsoever heritably and irredeemably
SUBJECTS:	ALL and WHOLE that plot or area of land known as and forming ("xxx") and outlined in red and labelled "Plot (xxx)" on the Plan annexed and executed as relative hereto; which area or plot of land forms PART and PORTION of the area of land at Aultguish, Garve, IV23 2PQ being the Subjects registered in the Land Register of Scotland under Title Number ROS1262
RETAINED PROPERTY	ALL and WHOLE the area of land at Aultguish Inn, Garve, IV23 2PQ being the Subjects registered in the Land Register of Scotland under Title Number ROS1262 and that UNDER EXCEPTION always of the Subjects hereby disposed and all other parts previously disposed.
SCHEDULE	The schedule annexed and executed as relative hereto, which schedule is declared to form part of the dispositive clauses of this Disposition.
PLAN	The plan of the Subjects annexed and executed as relative hereto, which Plan is declared to form part of the dispositive clauses of this Disposition.
LOCATION PLAN	The location plan of the Subjects annexed and executed as relative hereto.
DATE OF ENTRY	2026

The Disponer hereby dispones to the Disponee ALL and WHOLE the SUBJECTS; TOGETHER WITH (ONE) the servitude right contained in Part 1 of the Schedule; and (TWO) in so far as applicable the right to enforce the real burdens and others contained in Title Number ROS1262; BUT ALWAYS WITH AND UNDER in so far as still valid and applicable the burdens, servitudes, conditions, declarations, reservations and others contained in (FIRST) Title Number ROS1262; (SECOND) Part 2 of the Schedule; and (THIRD) it being a real burden imposed on the Subjects and the Retained Property in favour of each other that all disputes shall be referred to an arbiter in terms of Part 3 of the Schedule; And we nominate the Subjects and the Retained Property to be a benefited property in respect of the burdens and servitudes set out in the Burdens and Section D Entries 1, 2, 3 and 4 of Land Certificate Title Number ROS1262; No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the real burdens, conditions and servitudes set out in the Schedule for a period of five years after the registration of this disposition in the Land Register; With entry and vacant possession as at the date of entry; And the Disponer grants warrandice from its own facts and deeds only: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Schedule, Plan and Location Plan are executed as follows:

_____ Witness

_____ Kathryn
Louise Stewart, Director for and on behalf of
Horse Shoe Group Ltd

_____ Witness Name

_____ TOWN

_____ Witness Address

_____ DATE

This is the SCHEDULE referred to in the foregoing Disposition by HORSE SHOE GROUP LTD in favour of xxx dated

SCHEDULE

Interpretation

In this schedule -

“Access Route” means the access route shown coloured in blue on the Plan;

“the Retained Property” means the retained property more particularly described as the "RETAINED PROPERTY" in the foregoing Disposition and any parts thereof;

"the Subjects" means the subjects more particularly described as the "SUBJECTS" in the foregoing Disposition and any parts thereof;

“the Disponer” means the said HORSE SHOE GROUP LTD incorporated under the Companies Acts (Registered Number SC859444) and having their Registered Office at 272 Bath Street, Glasgow, G2 4JR and their successors as owners of the retained property and any part or parts subsequently disposed or conveyed;

“the Disponee” means the said xxx and their successors as owners of the subjects and any part or parts subsequently disposed or conveyed;

Part 1: Servitude Right affecting the Retained Property

The following servitude right is imposed on the retained property in favour of the Subjects:-

1. A non-exclusive heritable and irredeemable servitude right of free ish and access for vehicular and pedestrian traffic (including construction traffic where required) over the Access Route.

Part 2: Real Burdens affecting the Subjects in favour of the Retained Property

The following real burdens are imposed on the Subjects in favour of the retained property:-

1. The Disponee together with any tenants, agents, employees, workmen or others authorised by the Disponee may only use the Access Route as a means of accessing the Subjects and for no other purpose.
2. An obligation to share in the costs of repair, maintenance and renewal of the Access Route, such share to be according to the Disponee and their tenants, agents, employees, workmen or others authorised by the Disponee’s use of the same and shared with all other users.
3. The Disponee shall have the option to develop or improve the Access Route at the Disponee’s expense (subject to having first obtained the prior consent of the relevant local authority and all other relevant authorities and agencies).
4. The Disponee shall be responsible for the whole costs of repair, maintenance and renewal of the said Access Route where such repair, maintenance and renewal is required as a direct result of damage caused in the exercise of the servitude rights by the Disponee over the Access Route.

5. A prohibition on erecting a dwellinghouse or agricultural shed on the Subjects without the prior written consent of the proprietor of the Retained Property. The Disponee will be allowed to construct only one of the following on the Subjects: a pod or a chalet or a yurt or a lodge or a static caravan, subject to obtaining relevant planning consent from the relevant local authority.
6. It shall not be in the power of the Disponee (or any party who has power of sale of the Subjects) to sell, dispose or otherwise alienate the Subjects in parts.
7. It shall not be in the power of the Disponee to sell the Subjects within 12 months of the Date of Entry.

Part 3: Disputes

In the event of there being any dispute in relation to these presents where there is either a failure to reach agreement on a matter specifically provided for reaching agreement on or a party claims the other is not acting reasonably where there is an obligation to do so, then same shall be referred to an independent surveyor (who shall act as an expert) agreed upon between the parties or in default of agreement appointed at the request of either party by or on behalf of the Chairman for the time being of the Royal Institution of Chartered Surveyors, Scottish branch or if unavailable any other professional body regulating the Chartered Surveyors' profession and which expert shall be instructed to issue his determination within twenty eight days from the date of instruction or such other period as agreed by both parties. Each party shall be entitled to make representations to the expert and the expert's decision shall be final and binding. Any such reference to such expert shall be or be deemed to be a reference to an expert and not to an arbiter. The fees and costs incurred by such expert shall be borne as the expert directs or otherwise shall be borne equally.

Kathryn Louise Stewart, Director for
and on behalf of Horse Shoe Group
Ltd