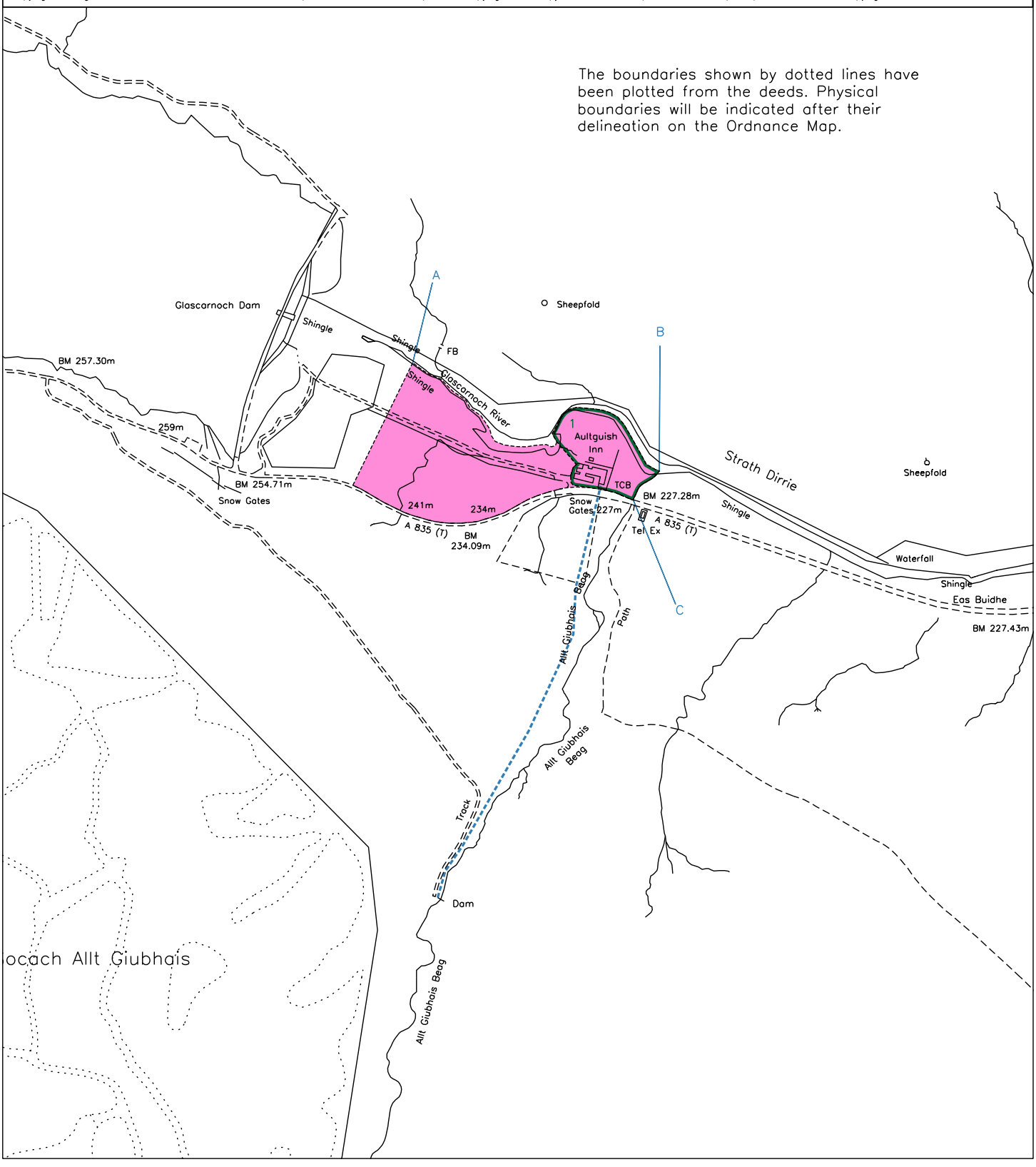
| LAND REGISTER OF SCOTLAND | Officer's ID / Date | TITLE NUMBER |
|---|---|---|
| | 5280<br>2/12/2009 | **ROS1262** |
| N | ORDNANCE SURVEY<br>NATIONAL GRID REFERENCE | 665m |
| **NH36NW NH36NE NH37SW NH37SE** | | Survey Scale<br>1/10000 |

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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.



# LAND REGISTER OF SCOTLAND

**TITLE NUMBER** ROS1262 **A 1**

**A. PROPERTY SECTION**

**DATE OF FIRST REGISTRATION**
18 DEC 2003

**DATE TITLE SHEET UPDATED TO**
07 OCT 2025

**REAL RIGHT**
OWNERSHIP

**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.

Note 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.

Note 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.

Note 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

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# LAND REGISTER OF SCOTLAND



## A. PROPERTY SECTION

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.

Note 4 the parts edged and numbered in green on the Title Plan have been removed from this Title

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# LAND REGISTER OF SCOTLAND

**TITLE NUMBER** ROS1262 **B 1**

**B. PROPRIETORSHIP SECTION**

| ENTRY NO | PROPRIETOR | DATE OF REGISTRATION | CONSIDERATION |
|---|---|---|---|
| 1 | HORSE SHOE GROUP LTD incorporated under the Companies Acts (Registered Number SC859444), Registered Office at 272 Bath Street, Glasgow, G2 4JR. | 07 OCT 2025 | £75,000<br><br>**DATE OF ENTRY**<br>12 SEP 2025 |

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# LAND REGISTER OF SCOTLAND

**TITLE NUMBER** ROS1262 **C 1**

**C. SECURITIES SECTION**

| ENTRY NO | SPECIFICATION | DATE OF REGISTRATION |
|---|---|---|
| No Entry | | |

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# LAND REGISTER OF SCOTLAND

**TITLE NUMBER** ROS1262 **D 1**

**D. BURDENS SECTION**

| ENTRY NO | SPECIFICATION |
|---|---|
| 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<br><br>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.<br><br>(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. |
| 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 & |

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D. BURDENS SECTION

| ENTRY NO | SPECIFICATION |
|---|---|
| | 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:<br><br>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. |
| 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:<br><br>Reserving to us and our successors:<br><br>(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;<br><br>(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;<br><br>(Three) the right to use all, if any, existing roads, tracks, pathways and others forming part of the subjects for all purposes; |

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D. BURDENS SECTION

| ENTRY NO | SPECIFICATION |
|---|---|
| | (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;<br><br>(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. |
| 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;<br><br>Part II<br><br>"the Servitudes". |

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**D. BURDENS SECTION**

| ENTRY NO | SPECIFICATION |
|---|---|

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

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# LAND REGISTER OF SCOTLAND



**D. BURDENS SECTION**

| ENTRY NO | SPECIFICATION |
|---|---|

"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

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| ENTRY NO | SPECIFICATION |
|---|---|

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 o maintain the said septic tank and soakaway in good working order.

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**ARTICLES OF ROUP**

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the subjects known as River and Glen Plot 3, Garve being the subjects forming PART and PORTION of ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number ROS1262 and more particularly outlined red and labelled "River and Glen Plot 3" on the plan annexed and executed as relative hereto.

(hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by.....

Horse Shoe Group Ltd, a company registered under the Companies Acts (Company Number SC859444) and having their registered office at 43 West George Street, Glasgow G2 1BP. (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

**Fourteen days from the date of auction.**

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 Assignation is not available for delivery to the Purchaser in exchange for the purchase price. By accepting payment the Seller will come under obligation to execute and deliver to the Purchaser a valid Disposition or Assignation in their favour containing all usual and necessary clauses including warrandice from the Seller's facts and deeds only.

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

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

5. On or prior to the Date of Entry, in addition to the Price, the Purchaser will also have an obligation to pay the sum of ONE THOUSAND POUNDS (£1,000) STERLING and any Value Added Tax payable thereon as a contribution towards the Seller's selling costs and legal fees. No breakdown of these costs and fees shall be exhibited to the Purchaser or his/her/their agents. These additional costs shall be subject to the same conditions as payment of the Price as per the auction conditions.

**Solicitors**
**Firm's Signature**

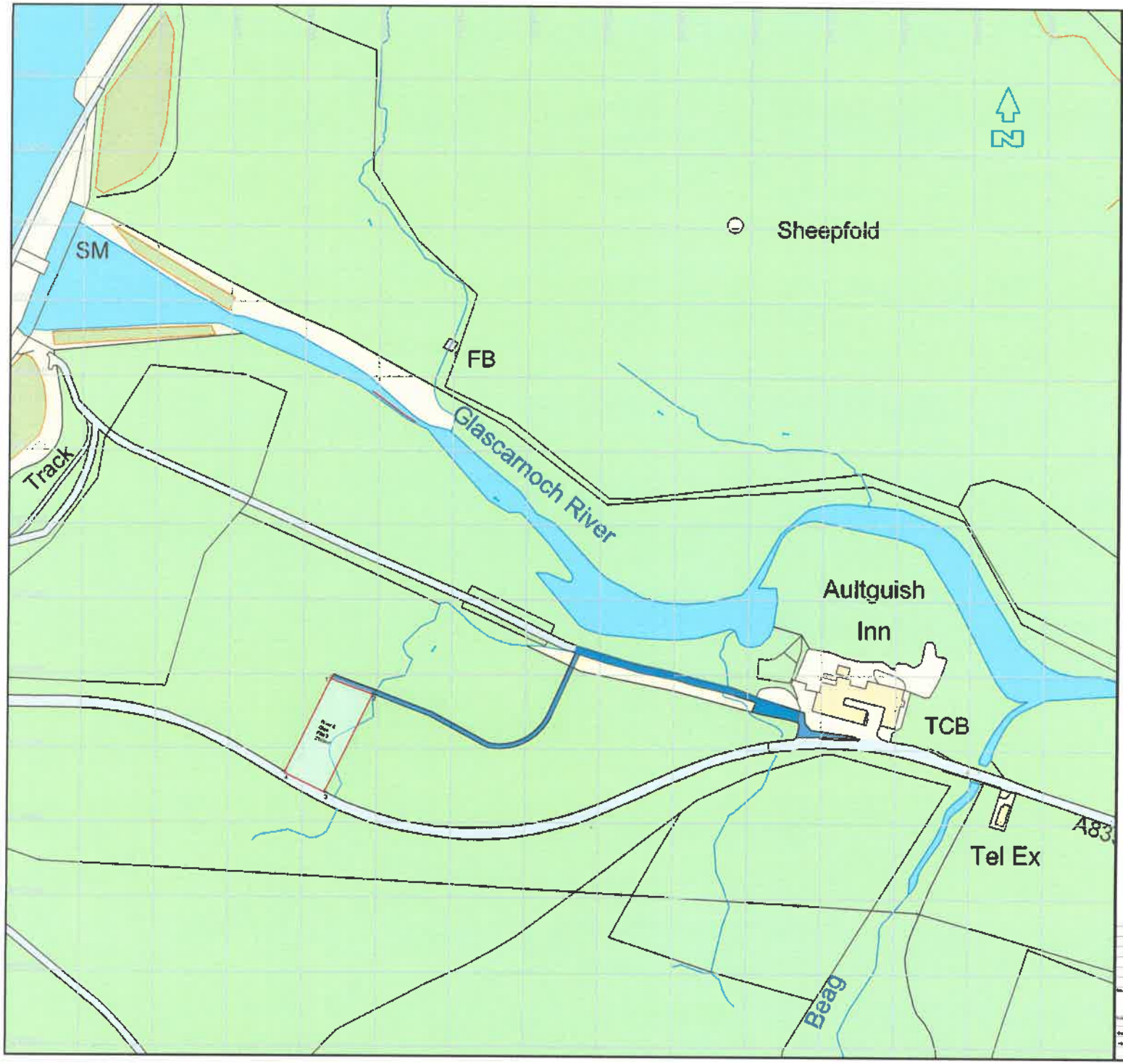
**Adhibited by**

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

**Witness**

**Full Name Chloe Christine Anne Shaw**

**Address 130 East Claremont Street, Edinburgh EH7 4LB**




This is the plan referred to in the foregoing

25 0 100

Scale 1:2500 @ A3

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 subjects know as and forming River and Glen Plot 3

Boundary Coordinates

| Point | Easting | Northing |
|---|---|---|
| 1 | 234768.7 | 870447.3 |
| 2 | 234796.8 | 870436.7 |
| 3 | 234764.6 | 870370.2 |
| 4 | 234737.9 | 870383.7 |

River & Glen Plot 3, Allguish, Garve

104405.3