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 FIVE THOUSAND POUNDS STERLING (£5,000.00) Sterling paid to us by the Disponee, hereinafter defined, of which sum the Disponer hereby acknowledges receipt and discharges the disponee;
DISPONEE:	KENNETH NORMANTHON and DONNA MARAGRET SALEM, both residing at 1 Catchwell Road, Dipton, Stanley, DH9 9AL, and to their executors and assignees whomsoever heritably and irredeemably
SUBJECTS:	ALL and WHOLE that plot or area of land known as and forming Plot 4, Ben Wyvis and outlined in red and labelled "Plot 4" 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 disponed and all other parts previously disponed.
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

DONALD STEWART Witness Name

INVERNESS TOWN

214 KIRKSIDE Witness Address

5.8.2026. DATE

AVNESS IV2 7QEH

This is the SCHEDULE referred to in the foregoing Disposition by HORSE SHOE GROUP LTD in favour of Kenneth Normanton and Donna Maragret Salem 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 disponed or conveyed;

"the Disponee" means the said Kenneth Normanton and Donna Maragret Salem and their successors as owners of the subjects and any part or parts subsequently disponed 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:-

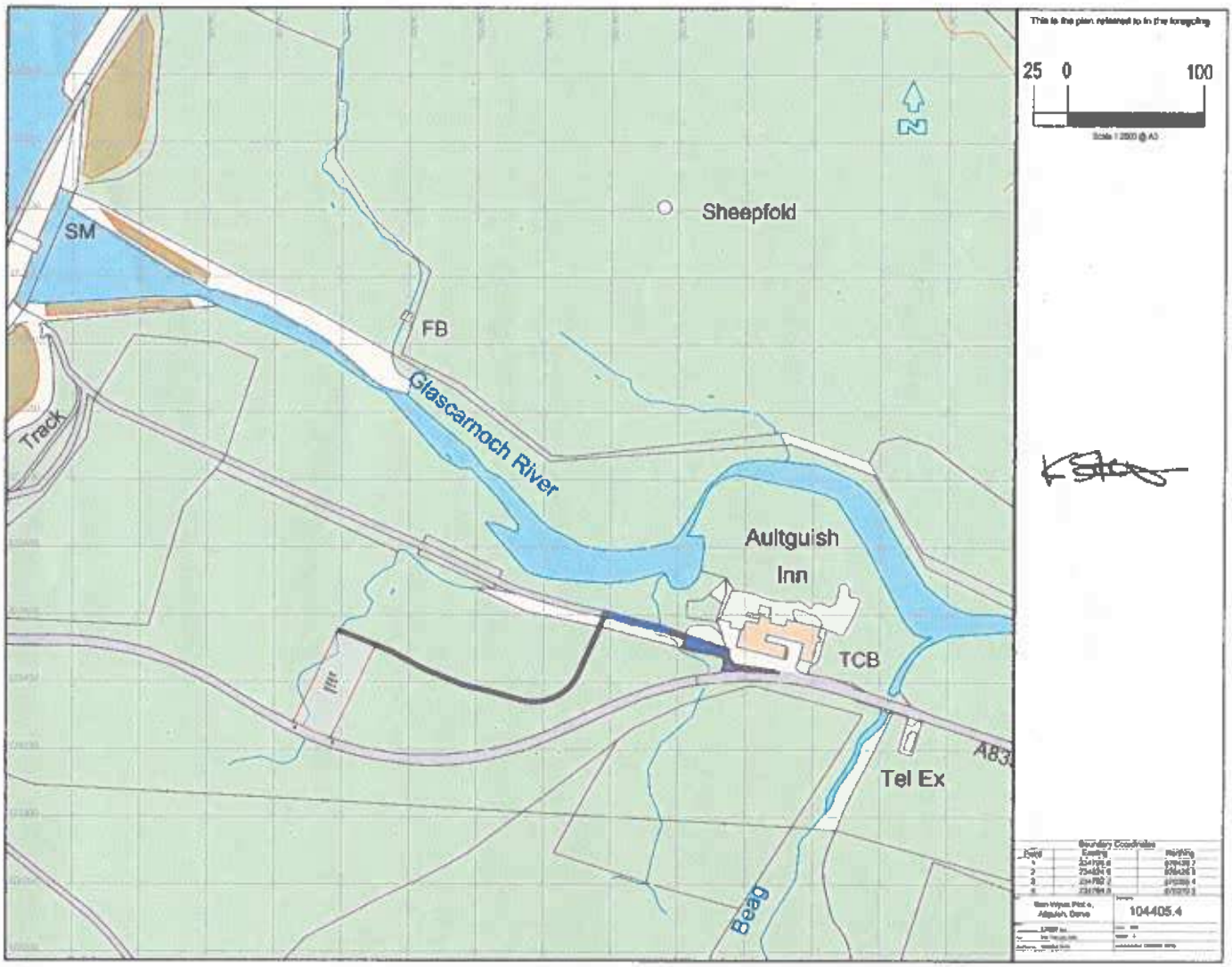
1. The Disponee together with any tenants, agents, employees, workmen or others authorised by the Disponee may only use the Access Route as a means of accessing the Subjects and for no other purpose.
2. An obligation to share in the costs of repair, maintenance and renewal of the Access Route, such share 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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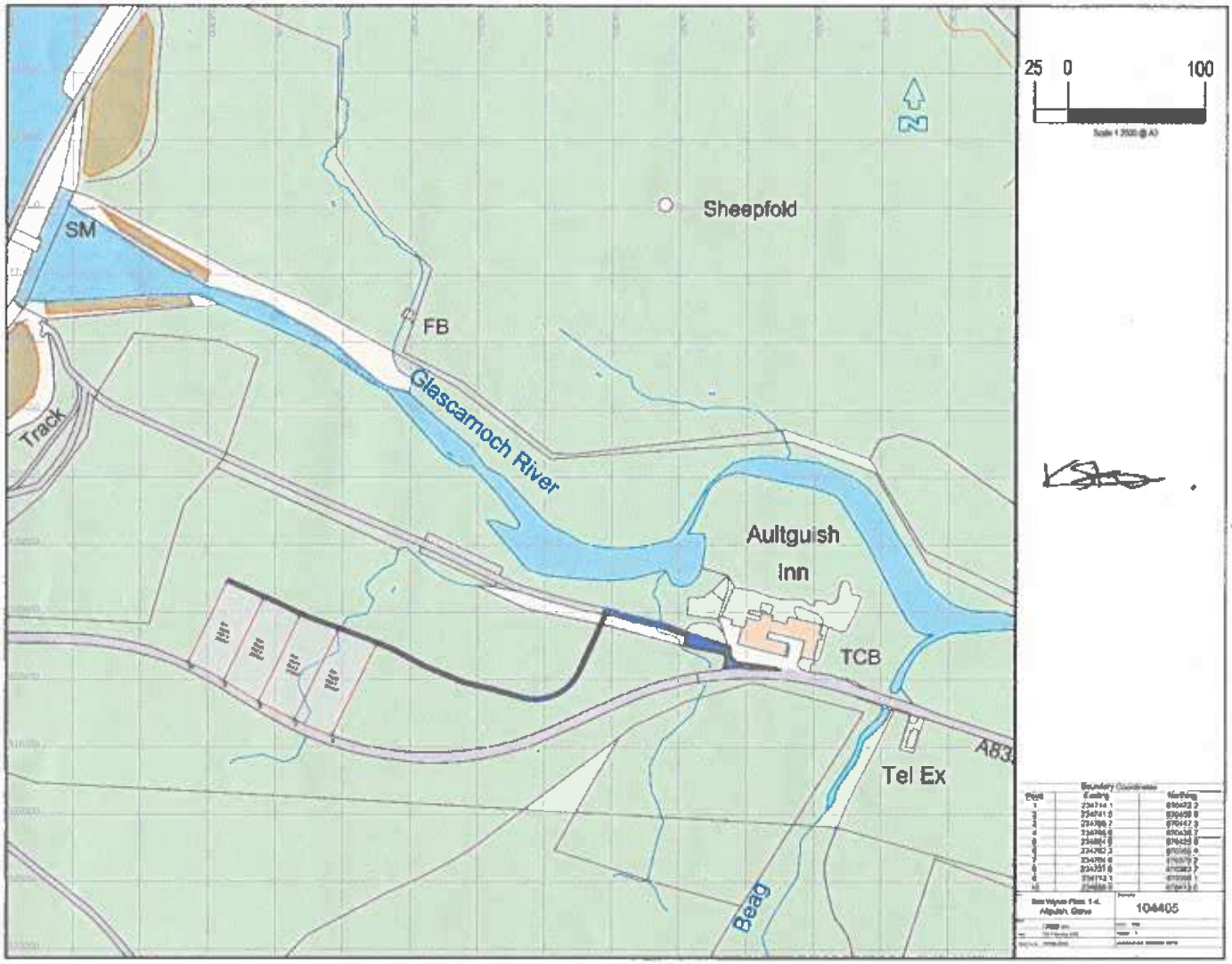
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ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the dwellinghouse known as and forming, Plot 4, Ben Wyvis being the whole 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 Kenneth Normington and Donna Salem (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh, EH2 4AN

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

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. 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 £950 + VAT as a contribution towards the Seller's selling costs. 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.

4. The Seller's Solicitors are Freelands Solicitors Motherwell, ML1 1BW

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

Solicitors
Firm's Signature

Adhibited by
James Anderson Cowan MacDonald

Witness

Full Name
Courtney Lafferty

Address
36 Muir Street, Motherwell, ML1 1BW