

RIDER TO SPECIAL CONDITIONS: BARNET ROSS AUCTION
18 FEBRUARY 2004

1. The Seller's Solicitors are Ingram Winter Green of Bedford House 21a John Street London WC1N 2BL Tel: 020 7845 7400 Ref: SEW/S201.75
2. In the Agreement if the context so allows the following words have the meanings set out below

"Actual Completion Date" means the date upon which completion of the sale and purchase of the Property actually takes place

"Date of Appointment" means the date from which apportionment is to be made in accordance with the Standard Conditions as amended by the General Conditions and the Special Conditions

"Deed of Covenant" means a Deed entered into by the Buyer by which it agrees to become bound by the terms of each of the Rent Deposit Deeds in the form annexed hereto (subject to such amendments as the Seller requires)

"Property" means the freehold land and buildings known as 33, 35 and 37 St. John's Hill, Battersea registered at H M Land Registry under title number SGL174065

"Rent Deposit Deeds" the deeds short particulars of which are set out in Schedule 2 entitled Counterpart / Rent Deposit Deeds

“Seller’s Solicitors Client Account”	means Barclays Bank plc Sort Code: 20 03 53, Pall Mall Branch Client Account: 10057908
“Tenancies”	means the leases licences and other tenancy documents subject to which the Seller holds its interest in the Property details of which are set out in the Tenancy Documents and the expression “Tenants” shall mean the tenants and licensees under the Tenancies
“Tenancy Documents”	means the leases tenancies licenses and other documents listed in Schedule 1
“Transfer”	means the transfer of the Property to the Buyer to be executed pursuant to this Agreement in the form annexed hereto (subject to such amendments as the Seller requires)
“VAT”	means value added tax at the rate in for when the relevant supply is made and includes and any similar tax from time to time replacing it or of a similar fiscal nature

3. The Standard Conditions shall be varied as follows:

- (a) Standard Conditions 3.1.1, 3.1.2, 3.1.3, 3.2.1, 3.3.3, 3.3.4, 3.4, 4.1.2, 4.2, 4.3.2, 4.5.2, 4.5.3 and 5.1 do not apply

- (b) Standard Condition 1.3.2 is varied by the addition of the words “at the address and with the reference (if any) stated in the contract” after the words “partys solicitor”. Standard Condition 1.3.3 is varied by the addition of the following words at the end; “and a notice or document sent by fax is valid only if all relevant parts of it are received by the intended recipient in a legible state”
- (c) In Standard Condition 3.3.6 the words other than by effluxion of time will be added after the words if the lease ends
- (d) Standard Condition 4.3.2 is varied by the deletion of the words “if to do so is reasonable” and the addition in their place of the words “if the contract so states” and by the deletion of the words “or obtain, party for” and the addition of the words “at the Buyers expense” in their place, and by the addition of the following at the end: “The Seller shall not be required to include any matter in the statutory declaration which is not, after reasonable enquiry within its personal knowledge”
- (e) In Standard condition 4.5.5 after the word completion the words “and which is not a matter of public record” will be added
- (f) Standard Condition 5.2 will not apply
- (g) Standard Condition 6.3.3 will be deleted and the following substituted
“In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made”
- (h) In Standard Condition 6.8.2(b) the following words will be added after the words “freed of all mortgages”: or if evidence is produced that is reasonably acceptable to the Buyer that the property would be released from all mortgages

- (i) Standard Condition 7.1 is varied by the addition of the following as a new condition 7.1.2: “the Buyer will have no remedies for any such error or omission unless it was made in the written replies referred to in the contract in which case its remedies will be only as set out in the contract, or unless, it was fraudulently made”. Standard Conditions 7.1.2 and 7.1.3 will be numbered accordingly
- (j) In Standard Condition 7.1.1 the words in the negotiations leading to it will be deleted and the following substituted; any written statement made by or on behalf of the seller to the buyer or his agents or advisors in answer to formal preliminary enquiries before the date of the contract
- (k) In Standard Condition 7.3.4 the words “before the date of actual completion” will be deleted
- (l) At the end of Standard Condition 7.5.2(a) the following words will be added; and Section 49(2) of the Law of Property Act 1925 will not apply
- (m) The following will be added as a new Standard Condition 7.7:

If the buyer passes a resolution to wind up is served with a petition for winding up or bankruptcy or applies for an administration order or an order under Section 253 of the Insolvency Act 1986 or if a receiver or an administrative receiver is appointed in respect of any assets of the buyer the seller may serve written notice forthwith upon the buyer withdrawing from the contract in such circumstances the Buyer shall be treated as if in breach of this Agreement and Standard Condition 7.5.2 shall apply and Standard Condition 7.5.1 ignored

4. The General Conditions shall be varied as follows:-

4.1 Omit General Condition 6.1

4.2 Amend General Condition 7.2 by adding the words:-

“and it is hereby acknowledged that the Seller has fully deduced title to the Property” after the words
“and shall raise no requisition or objections with regards thereto”

4.3 Omit General Condition 14

5.1 Title to the Property is registered at H M Land Registry with Absolute Title under title number SGL174065

5.2 Title shall consist of an official copy and filed plan of title number SGL174065 and the Buyer is not entitled to raise any objection or requisition or enquiry to the title save for any requisition relating to any entry not disclosed by the office official copies of title number SGL174065 issued on 27 January 2004

5.3 The Seller will transfer with full title guarantee save that the Covenants to be completed under the Law of Property (Miscellaneous Provisions) Act 1994 are varied as set out in the Transfer

5.4 The engrossments of the Transfer shall be prepared by the Buyer's solicitors and returned to the Seller's solicitors executed by the Buyer no later than two working days before the Completion Date

5.5 The Buyer shall also execute duplicates or counterparts of the Transfer or any other document required to be executed pursuant to this Agreement. The Buyer shall procure that such duplicate or counterpart is duly denoted for stamp duty purposes and that it is then delivered to the Seller's solicitors as soon as reasonably practicable after completion

6.1 The Property is affected by and sold subject to and with the benefit of-

6.1.1 the Tenancies; and

6.1.2 all matters and documents set out or referred to in the registers

of the Seller's title to the Property (save financial charges) as disclosed by the official copies of title number SGL174065 issued on 27 January 2004

6.2 the Buyer or its solicitors have been supplied with official copies of the entries of title number SGL174065 and a copy of the Tenancy Documents, and the Buyer is to be treated as entering into this Agreement knowing and accepting their terms and may not raise any requisitions or objections about them

7. On completion the Buyer shall reimburse the Seller the fee for its local authority search of £410

8. If the Buyer fails to complete on the Contractual Completion date and the Seller's Solicitors serve Notice to Complete then the Buyer shall without prejudice to any other remedies available to the Seller in relation thereto pay to the Seller's Solicitors the sum of £250 plus VAT thereon towards the cost of preparation and service of such Notice

9.1 Except as mentioned in clause 6.1.2 the Property is sold subject to the following without any obligation on the part of the Seller to disclose the same and whether or not involving the expenditure of money:

9.1.1 all local land charges whether or not registered before the date of this Agreement and all matters capable of registration as local land charges whether or not actually registered

9.1.2 all notices orders demands proposals or requirements made by any local or any public or competent authority whether made before or after date of this contract

9.1.3 all actual or proposed orders directions notices charges restrictions conditions agreements and other matters arising under any statute affecting the Property; and

9.1.4 all rights of way drainage watercourses light air or other easements or quasi or reputed easements and rights of adjoining owners affecting the Property and public rights whatsoever and all liability to repair or covenants to repair roads pavements passages paths ways passages sewers drains gutters fences and other like matters without obligation on the Seller to provide evidence of the creation of or to define or apportion any such liability; and

9.1.5 all matters disclosed or which might reasonably be expected to be disclosed by searches and enquiries made by or for the Buyer or which a prudent Buyer ought to make

9.1.6 all matters disclosed or which might reasonably be expected to be disclosed by searches and enquires Buyer made by or for the Buyer or which a prudent Buyer ought to make

9.1.7 The matter noted or referred to upon the Registers of title number SGL174065

9.1.8 all matters which override registered dispositions as set out in the Land Registration Act 2002 and any Rules made pursuant to the powers contained in that Act provided that the Seller has prior to the date hereof disclosed any such matters of which it has actual knowledge; and

9.1.9 such interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Section 12 of the Land Registration Act 2002.

9.1.10 all matters and documents and information disclosed to the Buyer in these Special Conditions and or supplied to the Buyer or his solicitors

The Buyer will not raise any objection or make any requisitions with regard to any such matters affecting the Property shall be deemed to have purchased with full knowledge thereof and shall indemnify the Seller in respect of any claims arising thereunder

10.1 No objection or requisition shall be made to any matters referred to in clause 9

10.2 The documents listed in items 1 and 2 of the Missing Documents Schedule (Schedule 3) are missing and copies cannot be handed over on completion and in respect of the remaining items (3 – 21) only copies of the listed documents may be handed over on completion and the Buyer will raise no objection or requisition in relation thereto nor any objection that such documents are not handed over on completion

11.1 The risk of damage to or destruction of the Property now passes to the Buyer;

11.2 The Buyer shall be and remain bound to complete this contract notwithstanding any damage to or destruction of the Property and in that event the Seller shall hold the benefit of any insurance claim or monies on trust for the Buyer (other than for loss of rent in respect of any period up to the Actual Completion Date)

11.3 The Seller will maintain the insurance of the Property until actual completion, unless it is maintained by a tenant mortgagee or other third party or the consent of the insurer is required and it is lawfully withheld

11.4 The Seller is not to be responsible to the Buyer for any deficiency in the amount insured, or inadequacy of the risks covered and the Buyer is to satisfy itself in these respects, but the Seller will at the request and cost of the Buyer increase the amount insured or (if cover can be obtained) the risks covered

11.5 The Seller with forthwith upon completion cancel the policy of

insurance and will within fifteen (15) working days after Completion account to the Buyer for any refund of insurance premiums paid by the Tenants referable to the period from the Actual Completion Date to the date when the insurance would have fallen due for renewal which the Seller is entitled to receive on cancellation of the policy

12. On Completion the Seller will provide the Buyer with authorities addressed to the Tenants authorising the payment of all future rent and other moneys to the Buyers and the Buyer shall hand over the same to the Tenants upon completion
13. The Seller is not obliged to assign or transfer the whole or any part of the Property to anyone other than the Buyer by way of a single transfer or at a price greater than that stipulated herein
14. Completion does not discharge liability to perform any outstanding obligation under this Agreement

15.1 Sums payable under this Agreement for the supply of goods and services are exclusive of VAT chargeable on the payment and the paying party shall pay any VAT chargeable on the same

15.2 15.2.1 The Seller and the Buyer believe and intend that the sale of the Property shall constitute a transfer of a part of the Seller's business as a going concern within Article 5 of the Value Added Tax (Special Provisions) Order 1995 as amended and accordingly VAT shall not be chargeable in addition to the Purchase Price in respect of the property subject to the provisions of this clause

15.2.2 The Seller hereby warrants and undertakes that:

15.2.2.1 the Seller has elected to waive exemption in relation to the Property pursuant to the Value Added Tax Act 1994 Schedule 10 paragraph 2 and has given written notification

of the election to H M Customs and Excise and shall on or before completion provide the Buyer with a copy of such notification and/or the Property falls within paragraph (a) of Item 1 of Group 1 of Schedule 9 to the Value Added Tax Act 1994

15.2.2.2 within 30 days of completion the Seller shall give written notice to H M Customs and Excise of the sale of the Property to the Buyer and that the sale has been treated as the transfer of a part of the Seller's business as a going concern within the said Article 5

15.2.3 the Buyer hereby warrants and undertakes that:

15.2.3.1 the Buyer will by completion be registered for VAT

15.2.3.2 the Buyer shall after the date hereof elect to waive exemption in relation to the property pursuant to Value Added Tax Act 1994 Schedule 10 paragraph 2 and will forthwith send to its VAT office written notification of the election as required by paragraph 3(6) of the said Schedule and the Buyer further covenants that on or before completion it will produce to the Seller copies of such notification and of the acknowledgement by H M Customs and Excise of receipt of such notification; and

15.2.3.3 the Buyer will continue the part of such business as a going concern and in particular will continue to let the Property at a commercial rent

15.2.4 if H M Customs and Excise assess the Seller to VAT in relation to the sale of the Property or determine that the sale of the Property does not constitute a transfer of part of a business as a going concern within the said Article 5 the Buyer will within ten days of the Seller notifying the Buyer of the assessment or determination pay to the Seller the amount of VAT assessed or determined by H M Customs

and Excise. In addition the Buyer will on demand pay any penalty or interest for which the Seller is liable in relation to such VAT and on receipt of the amount in respect of VAT the Seller shall provide to the Buyer a receipted VAT invoice

15.2.5 without prejudice to clauses 15.2.3.2 and 16.2.4 if the Buyer fails to produce to the Seller on or before completion the copies mentioned in clause 15.2.3.2 the Buyer shall on completion pay to the Seller's Solicitors the additional amount of sum equal to 17.5% of the purchase price and such amount shall be placed on deposit in a designated stakeholder account in the name of the Seller's Solicitors and the following provisions will apply:

15.2.5.1 if within a period of 30 days after completion the Buyer produces to the Seller a copy of the acknowledgement by H M Customs and Excise of receipt on or before the Actual Completion Date of the Buyers election to waive exemption in relation to the Property the moneys in the stakeholder account shall forthwith be repaid to the Buyer together with the interest earned thereon

15.2.5.2 if the Buyer produces no copy in accordance with clause 15.2.5.1 or before the said 30 day period expires the Seller becomes certain that the Buyer will not be able to do so then the moneys in the stakeholder account shall forthwith be paid to the Seller together with the interest earned thereon and on receipt therefore the Seller will forthwith issue to the Buyer a receipted VAT invoice

15.2.5.3 in the event that H M Customs and Excise impose any penalty or interest on the Seller directly or indirectly resulting from the Buyer's failure to comply with clause 15.2.5.2 the Buyer shall forthwith on demand pay to the Seller an amount equal to such penalty or interest;

15.2.5.4 if H M Customs and Excise later make an assessment or

determination showing the amount of VAT as greater or less than 17.5% of the purchase price the appropriate additional payment or repayment shall be made by the appropriate party

15.2.6 in the event of the Buyer paying any amount to the Seller which is intended to be in respect of VAT on a supply for VAT purposes by the Seller to the Buyer in circumstances where VAT was not properly chargeable the Seller will forthwith upon notification of the same from H M Customs and Excise (whether that notification is received from the Buyer or otherwise) apply pursuant to Section 24 of the Finance Act 1989 for repayment of that amount and forthwith upon receiving the same will account for it to the Buyer

16.1 For the purpose of Clause 11.9 of the General Conditions the Seller notifies the Buyer of the arrears of rent set out in clauses 16.2 and 16.3 of these Special Conditions and therefore General Condition 11.1.8 shall apply to such arrears

16.2 Following the agreement of the Seller and the tenant that the new level of rent of Hugh Salmon & Partners Limited ("Hugh") for their lease of Part First, Second and Third Floors 33 – 37 St Johns Hill be £36,000 per annum for the period commencing 15 August 2003 Hugh are liable for back rent plus VAT on the difference between their on account payment of rent and the new level of rent until the Actual Completion Date and an amount equal to this sum is to be paid by the Buyer to the Seller on Completion to the extent the Buyer has not received the same from the tenant prior to the Actual Completion Date

16.3 The Buyer shall on completion pay over to the Seller such sum due as shall represent the rent plus VAT in respect of the sums due from Goodcorporation Limited's occupation of Units 6 and 7 (First Floor) 33-37 St Johns Hill from 29th September 2003 to the date of Actual Completion at the annum rate of £12,000 per annum to the extent that the Buyer has not received the same from the Tenant prior to Actual Completion

16.4 This subclause (and sub clauses 16.5) applies to service charges insurance rents and other monies recoverable from the tenants under the Hugh Salmon & Partners Limited and the Goodcorporation Limited leases (the “Outstanding Tenants”) in reimbursement of expenditure incurred by the landlord under the Tenancy Documents for any service charge year which ended prior to the Actual Completion Date (“the Old Arrears”)

16.5 No apportionment of the Old Arrears shall be made on completion but so as to enable the Seller to recover the Old Arrears from the Outstanding Tenants after completion the Buyer will at the request and cost of the Seller made at any time after the date three (3) months after the Actual Completion Date:

16.5.1 give directions in writing to the Outstanding Tenants to pay the Old Arrears to the Seller;

16.5.2 assign back to the Seller by deed, in such form as the Seller may reasonably require the right to recover from the Outstanding Tenants the Old Arrears of Rents which pass by operation of law to the Buyer on completion and:

16.5.3 permit the Seller to join the Buyer in any action claim or proceedings against any Outstanding Tenant previous tenant or any surety who may be liable for the arrears but the Seller:

16.5.3.1 may not bring any forfeiture proceedings; and

16.5.3.2 must keep the Buyer indemnified against all liability incurred in consequence of any such action by the Seller

16.5.4 permit the Seller to borrow the counterpart Lease and other relevant Tenancy Documents but only for the purposes of taking action to recover arrears

16.6 In the event that the Buyer receives payments of VAT on Rents or service charges from Tenants in respect of which a VAT invoice was issued by the Seller prior to the Actual Completion Date the Buyer will within five working days after receipt pay such VAT to the Seller;

17.1 The Seller is in the course of negotiating a renewal in respect of Goodcorporation Limited (formerly known as Goodcorporation.com.Limited) the lease of units 6 and 7 (First Floor) 33-37 St Johns Hill at a rent of £12,000 per annum for a term of two years from 29th September 2003

17.2 The Buyer shall raise no objection or requisition in respect of such negotiations and/or lease and if such lease shall be completed prior to Actual Completion the Seller shall within 3 working days hand over to the Buyer a certified copy of the same

18. With respect to any sum held by the Seller by way of deposit as security for rent and performance of the covenants of a tenant in a lease:

18.1 the Seller with account to the Buyer on completion with the deposited sum and the interest which may have accrued on the deposit up to the date of actual completion, (but after deducting all tax properly payable to the Seller in relation to them)

18.2 the Seller will assign to the Buyer by deed the benefit of the deposit subject to the conditions on which the Seller has held the deposit; and

18.3 On Completion the Buyer shall enter into a Deed of Covenant with the Seller to observe and perform the obligations of the Seller contained in each of the Rent Deposit Deeds and to indemnify the Seller in respect of any liability arising in relation to them after Completion

19. Save as provided for in this Agreement each party is responsible for its own professional costs incurred with respect to the preparation and implementation of this Agreement .

20. The parties hereto irrevocably submit to the jurisdiction of the English Courts and agree that English Law shall prevail in respect to this Agreement

21. The Buyer acknowledges that:-
 - 21.1 the Buyer has inspected the Property and has formed its own view as to its suitability for the Buyers purposes;
 - 21.2 the Buyer has had the opportunity (and the Sellers permission) to undertake its own investigations and surveys into the state and condition of the Property both above and below ground;
 - 21.3 the Seller gives no warranty or representation as to the state and condition of the Property; and
 - 21.4 the Buyer accordingly accepts full responsibility for the state and condition of the Property and shall have no claim against the Seller in relation to it

22. The Seller shall be entitled to exercise a lien over all or any of the Title Deeds relating to the Property in respect of any monies due from the Buyer to the Seller under the terms of this Agreement unpaid on completion

23. Unless expressly stated nothing in this agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

SCHEDULE 1

The Tenancy Documents

Date	Document	Parties
28 March 1985	Counterpart / Lease Ground Floor and Basement 33/35 St John's Hill, London, SW11	Greenledge Limited (1) Gary Healey (2)
11 July 1989	Counterpart / Licence to Assign and Deed of Variation	Chanticleer Properties Limited (1) Gary Healey (2) Southside Leisure Limited (3) T.M.Hales & P.J. Hodgson (4)
18 July 1989	Notice of Assignment	Gary Healey (1) Southside Leisure Limited (2)
6 June 1989/28 July 1989	Side Letter	Chanticleer Properties Limited (1) Southside Leisure Limited (2)
7 August 1989	Counterpart / Licence to Alter	Chanticleer Properties Limited (1) Southside Leisure Limited (2) T.M.Hales & P.J. Hodgson (3)
15 September 1989	Counterpart / Licence to Underlet and Change Use	Chanticleer Properties Limited (1) Southside Leisure Limited (2) T.M.Hales & P.J. Hodgson (3) Kall-Kwik Printing (UK) Limited (4)
21 st September 1989	Underlease	Southside Leisure Limited (1) Kall-Kwik Printing (UK) Limited (2)
21 September 1989	Notice of Underlease	Southside Leisure Limited (1) Kall-Kwik Printing (UK) Limited (2)
6 December 1989	Licence to Alter	Chanticleer Properties Limited (1) Southside Leisure Limited (2) T.M.Hales & P.J. Hodgson (3) Kall-Kwik Printing (UK) Limited (4)
8 May 1996	Licence to Sub-Underlet	Chanticleer Properties Limited (1)

		Southside Leisure Limited (2) Kall-Kwik Printing (UK) Limited (3) Opprint Limited (4) Nicholas Anthony Oppenheim (5)
20 February 2002	Licence to Underlet	Bush Properties Limited (1) Southside Leisure Limited (2) Kall-Kwik Printing (UK) Limited (3) T P Lowrie and 2 Others (4)
12 March 2002	Certified Copy Counterpart / Underlease	Kall-Kwik (UK) Limited (1) T P Lowrie and Others (2)
4 April 2002	Rent Review Memorandum	Greenledge Limited (1) G Healey (2)
21 March 2002	Notice of Underletting	Southside Leisure Limited (1) T P Lowrie and Others (2)
1 April 2002	Notice of Underletting	Bush Properties Limited (1) Kall-Kwik Printing (UK) Limited (2)
22 September 1998	Counterpart / Lease of ground floor and basement 37 St Johns Hill	Chanticleer Properties Developments Limited (1) Edwin Mervyn Bonner (2)
18 December 2000	Licence to Assign	Chanticleer Properties Developments Limited (1) Edwin Mervyn Bonner (2) Ora Dental Group Limited(3)

Unit 15 and 16 (Second Floor) 33 – 37 St. John’s Hill

Date	Document	Parties
26 April 1999	Counterpart / Underlease	Chanticleer Properties Limited (1) Yacht Fuel Services Limited (2)
26 April 1999	Counterpart / Rent Deposit Deed	Chanticleer Properties Limited (1)

12 May 1999	Certificate of Registration of Mortgage or Charge (Rent Deposit)	Yacht Fuel Services Limited (2)
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2 January 2002	Lease by way of reference relating to Units 15 & 16	Balloch Properties Limited (1) Yacht Fuel Services Limited (2)
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Units 6 and 7 (First Floor) 33-37 St Johns Hill

Date	Document	Parties
22 September 2000	Court Order	Chanticleer Properties Limited (1) Goodcorporation.com.Limited (2)
29 September 2000	Counterpart / Underlease	Chanticleer Properties Limited (1) Goodcorporation.com.Limited (2)
29 September 2000	Counterpart / Rent Deposit Deed	Chanticleer Properties Limited (1) Goodcorporation.com.Limited (2)
13 October 2000	Certificate of Registration of Mortgage or Charge (Rent Deposit)	

Part First, Second and First Floors 33-37 St John's Hill

Date	Document	Parties
14 August 2000	Court Order	Chanticleer Properties Limited (1) Hugh Salmon & Partners Limited (2)
15 August 2000	Counterpart / Underlease	Chanticleer Properties Limited (1) Hugh Salmon & Partners Limited (2)
15 August 2000	Counterpart / Rent Deposit Deed	Chanticleer Properties Limited (1) Hugh Salmon & Partners Limited (2)
24 August 2000	Certificate of Registration of Mortgage or Charge (Rent Deposit)	
22 December 2000	Licence to Sub-Underlet	Chanticleer Properties

		Developments Limited (1) Chanticleer Properties Limited (2) Hugh Salmon & Partners Limited (3) Mark Millard and Anthony Stanhope (4)
Unknown	Underlease of (Third Floor only)	Hugh Salmon & Partners Limited (1) Mark Millard &Anthony Stanhope (2)
22 December 2003	Rent Review Memorandum	Bush Properties Limited (1) Hugh Salmon & Partners Limited (2)

SCHEDULE 2

Counterpart / Rent Deposit Deeds

Date	Document	Parties
26 April 1999	Units 15 and 16 (Second Floor) 33-37 St. John's Hill	Chanticleer Properties Limited (1) Yacht Fuel Services Limited (2)
29 September 2000	Units 6 and 7 (First Floor) 33-37 St. John's Hill	Chanticleer Properties Limited (1) Goodcorporation.com.Limited (2)
15 August 2000	Part First, Second and Third Floors 33-37 St. John's Hill	Chanticleer Properties Limited (1) Hugh Salmon & Partners Limited (2)

SCHEDULE 3

MISSING DOCUMENTS SCHEDULE

1. Copy Assignment of Ground Floor and Basement 37 St. John's Hill between Edwin Mervin Bonner (1) and Ora Dental Group (2); and
2. Memoranda of Rent Review dated 25th December 1989 and 25th December 1994 in respect of a Lease dated 28th March 1985 made between Greenledge Limited (1) and G. Healey (2) relating to Ground Floor and Basement 35/37 St. John's Hill.

The Tenancy Documents

3. Underlease dated 21st September 1989 between Southside Leisure Limited (1) and Kall-Kwik Printing (UK) Limited (2);
4. Notice of Underlease dated 21st September 1989 between Southside Leisure Limited (1) and Kall-Kwik Printing (UK) Limited (2);
5. Certified Copy Counterpart / Underlease dated 12th March 2002 between Kall-Kwik (UK) Limited (1) and T P Lowrie and Others (2);
6. Rent Review Memorandum dated 4th April 2002 between Greenledge Limited (1) and G Healey (2);
7. Notice of Underletting dated 21st March 2002 between Southside Leisure Limited (1) and T P Lowrie and Others (2); and
8. Notice of Underletting dated 1st April 2002 between Bush Properties Limited (1) and Kall-Kwik Printing (UK) Limited (2).
9. 29th January 2004
Letter to tenant advising of the proposed new rent
Stenham Gestinor Property Limited on behalf of Bush Properties Limited (1) and Southside Leisure Limited (2)

Unit 15 and 16 (Second Floor) 33 – 37 St. John's Hill

9. Counterpart / Rent Deposit Deed dated 26th April 1999 between Chanticleer Properties Limited (1) and Yacht Fuel Services Limited (2); and
10. Certificate of Registration of Mortgage or Charge (Rent Deposit) dated 12th May 1999;

Units 6 and 7 (First Floor) 33-37 St Johns Hill

11. Counterpart / Rent Deposit Deed dated 29th September 2000 between Chanticleer Properties Limited (1) and Goodcorporation.com.Limited (2); and
12. Certificate of Registration of Mortgage or Charge (Rent Deposit) dated 13th October 2000;

Part First, Second and First Floors 33-37 St John's Hill

13. Court Order dated 14th August 2000 between Chanticleer Properties Limited (1) and Hugh Salmon & Partners Limited (2);
14. Counterpart / Underlease dated 15th August 2000 between Chanticleer Properties Limited (1) and Hugh Salmon & Partners Limited (2);
15. Counterpart / Rent Deposit Deed dated 15th August 2000 between Chanticleer Properties Limited (1) and Hugh Salmon & Partners Limited (2);

16. Certificate of Registration of Mortgage or Charge (Rent Deposit) dated 24th August 2000;
17. Licence to Sub-Underlet dated 22nd December 2000 between Chanticleer Properties Developments Limited (1) Chanticleer Properties Limited (2) Hugh Salmon & Partners Limited (3) and Mark Millard and Anthony Stanhope (4); and
18. Underlease (Third Floor only) date unknown between Hugh Salmon & Partners Limited (1) and Mark Millard & Anthony Stanhope (2).

Counterpart / Rent Deposit Deeds

19. Units 15 and 16 (Second Floor) 33-37 St. John's Hill dated 26th April 1999 between Chanticleer Properties Limited (1) and Yacht Fuel Services Limited (2);
20. Units 6 and 7 (First Floor) 33-37 St. John's Hill dated 29th September 2000 between Chanticleer Properties Limited (1) and Goodcorporation.com.Limited (2); and
21. Part First, Second and Third Floors 33-37 St. John's Hill dated 15th August 2000 between Chanticleer Properties Limited (1) and Hugh Salmon & Partners Limited (2).