COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge



Company number

2810267



CHFP025

Please do not write in this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

* Insert full name of company

† Delete as appropriate

‡ Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

§ The date of registration may be confirmed from the certificate

ø Insert brief details of property

To the Registrar of Companies (Address overleaf)

Name of company

* ARGENT INSURANCE PRACTICE LIMITED

Christopher Ringrose solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in (full) (A) †

For official use

Date and Description of charge ‡ Subordination and Security Trust Deed dated 25 April 2002

Date of Registration § 7 May 2002

HSBC INVESTMENT Bank PLC 8 Canada Square, London E14 5HQ

Short particulars of property charged ø Please see continuation sheet

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835. WORTLEY BYERS

Declared at CATHEORAL PLACE

BHENTWOOD

ESSEX CM14 4ES

Month Year Day

before me

Alan Massenhove Solicitor

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Presentor's name, address and reference (if any):

DLA Piper Rudnick Gray Cary UK 3 Noble Street London EC2V 7EE

AB/76874/120004/7042915.1

For official use Mortgage section



Declarant to sign below

Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies Companies House Crown Way Cardiff CF14 3UZ

CONTINUATION SHEET

Form 403a

ARGENT INSURANCE PRACTICE LIMITED (Company number 2810267)

Short particulars of property charged

The Company has covenanted and agreed that in the event of payment or discharge (whether in case, by way of transfer of shares or other assets, set-off or counterclaim or otherwise) being made to, or an encumbrance being held by, the company in breach of Clause 3.2 (Prohibited Payments and Security) of the Subordination and Security Trust Deed, it will pay or transfer to the Trustee for application in accordance with the terms of Clause 7 (Application of Proceeds) of the Subordination and Security Trust Deed any sums or other assets which shall have been received or retained by it in consequence of such breach (whereupon the underlying subordination debt equivalent to the payment made shall be deemed not to have been reduced) and, until such payment or transfer, the Company shall hold such sums or other assets or encumbrance (as the case may be) on trust for the Trustee.