

4043759

DATED

22nd June

2004

(1) TOWERGATE COMMERCIAL SCHEMES LIMITED

- and -

(2) TOWERGATE FINCH PROFESSIONAL INDEMNITY LIMITED

DEED OF AMENDMENT

to the terms of an agreement between the
parties dated 30 December 2003 in respect of
the sale and purchase of the entertainment
division of Towergate Commercial Schemes
Limited



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THIS DEED of AMENDMENT is made on

22nd June

2004

BETWEEN

- (1) **TOWERGATE COMMERCIAL SCHEMES LIMITED** a company registered in England and Wales (registered number 02040193) whose registered office is at Towergate House, 2 County Gate, Staceys Street, Maidstone, Kent ME14 1ST (the "**Vendor**") and
- (2) **TOWERGATE FINCH PROFESSIONAL INDEMNITY LIMITED** a company registered in England and Wales (registered number 04192515) whose registered office is at Towergate House, 2 County Gate as aforesaid (the "**Purchaser**")

WHEREAS:

- (A) Pursuant to the terms of an agreement dated 30 December 2003 the Vendor agreed to sell and the Purchaser agreed to purchase the Business, the Assets and the Goodwill on and with effect from 11.59pm on 31 December 2003 (the "**Business Transfer Agreement**").
- (B) Due to an administrative error, the quantum of Consideration was incorrectly documented and the Vendor and the Purchaser have accordingly agreed to enter into this deed in order to amend the terms of the Business Transfer Agreement.

1. INTERPRETATION

In this Deed (including the recitals hereto) words and expressions shall, unless otherwise defined herein or the context otherwise requires, have the meaning ascribed to them in the Business Transfer Agreement and the provisions of Clauses 1.2 to 1.5 inclusive of the Business Transfer Agreement shall apply in interpreting this deed.

2. AMENDMENT

On and from the date of this deed (but with effect from the Effective Time) clause 3.1 of the Business Transfer Agreement shall be amended by deleting the existing figure of "£1,100,000" in the first line and replacing it with the figure of "£110,000".

3. GOVERNING LAW


This deed shall be governed by and construed according to English law.

IN WITNESS WHEREOF this deed is executed as a deed on the date first above written.

EXECUTED as a deed by
TOWERGATE COMMERCIAL
SCHEMES LIMITED acting by:



Director



Director/Secretary

EXECUTED as a deed by
TOWERGATE FINCH
PROFESSIONAL INDEMNITY
LIMITED acting by



Director



Director/Secretary

Director/Secretary