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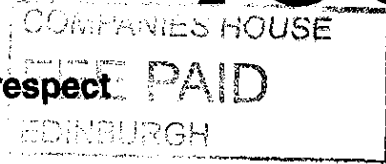
CHWP007

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



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Pursuant to section 410 and 466 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number



SC191241

Name of company

* insert full name of Company

*** MDC Learning Systems Limited (the "Company")**

Date of creation of the charge (note 1)

25 August 2005

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Floating Charge (the "RBSCS Floating Charge")

Names of the persons entitled to the charge

The Royal Bank of Scotland Commercial Services Limited, incorporated under the Companies Acts in England with registered number 662221 and having its registered office at Smith House, Elmwood Avenue, Feltham, Middlesex TW13 7QD (hereinafter called "RBSCS")

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time while the security is in force comprised in the property and undertaking of the Company.

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

HSH/RBW

**Morton Fraser
30-31 Queens St
EDINBURGH
EH4 1HT**

For official use
Charges Section

Post room



Names, and addresses of the persons who have executed the instrument of alteration (note 2)

1. the Company

2. RBSCS

3. The Royal Bank of Scotland Plc, incorporated under the Companies Acts in Scotland and having its registered office at 36 St. Andrew Square, Edinburgh EH2 2YB (hereinafter called the "Bank")

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legibly, preferably
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bold block lettering*

Date(s) of execution of the instrument of alteration

14 September 2005

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

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The Company, the Bank and RBSCS agree that the sums secured or to be secured by the Bank's Floating Charge and the RBSCS Floating Charge shall rank in the following order of priority:-

The RBSCS Floating Charge shall insofar as it relates to the Purchased Debts but not further or otherwise rank in priority to the Bank's Floating Charge for the payment to RBSCS of the Company's Obligations to RBSCS without limit as a continuing security and this priority shall not be affected by any fluctuation in the amount from time to time owing by the Company to RBSCS nor by the existence at any time of a nil or credit balance on any account of the Company with RBSCS.

The Bank's Floating Charge shall (other than in relation to the Purchased Debts) rank in priority to the RBSCS Floating Charge as a continuing security for the payment to the Bank of the Company's Obligations to the Bank without limit and this ranking shall not be affected by any fluctuation in the amount from time to time owing by the Company to the Bank nor by the existence at any time of a nil or credit balance on any account of the Company with the Bank.

In the interpretation of the foregoing:-

"Agreement" means an Agreement dated 25 August 2005 entered into by the Company with RBSCS under which certain Debts and related rights (as each is defined in the Agreement) due to the Company on the date thereof or which shall come into existence thereafter have been or are to be assigned by the Company to RBSCS free of all encumbrances;

"Company's Obligations" means all the liabilities of the Company of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) including interest, expenses (on a full indemnity basis commission, discounting and banking charges and in the case of RBSCS any other charges under the Agreement;

"Debts" means all debts now or in the future due to the Company;

"Purchased Debts" means all or any of the Debts together with their related rights (as each is defined in the Agreement) which are purchased or the ownership of which are assigned or are intended to be assigned to RBSCS pursuant to the Agreement;

"Bank's Floating Charge" means the floating charge dated 14 October 2002 granted by the Company in favour of the Bank over the Company's whole property and undertaking and in particular a charge on all book debts or other debts now and in the future owing to the Company.

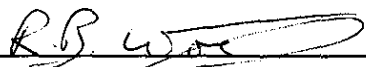
Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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bold block lettering*

**A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)**

Signed



Date

20/4/05

On behalf of [company] [chargee]†

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is :-
Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB

† delete as
appropriate

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 191241

I hereby certify that particulars of an instrument of alteration dated
14 SEPTEMBER 2005

were delivered pursuant to section 410 of the Companies Act, 1985,
on 21 SEPTEMBER 2005 .

The instrument relates to a charge created on 25 AUGUST 2005

by MDC LEARNING SYSTEMS LIMITED

in favour of
THE ROYAL BANK OF SCOTLAND COMMERCIAL SERVICES LIMITED

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
23 SEPTEMBER 2005



C O M P A N I E S H O U S E

