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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1 2

5934602

Name of company

* Robertson Education (Ingleby Barwick) Group Holdings Limited (the
"Charging Company")

Date of creation of the charge

19 December 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental Deed to Debenture dated 23 December 2005.

See Continuation sheet for definitions.

Amount secured by the mortgage or charge

All present and future liabilities and obligations (whether actual or
contingent and whether owed jointly or severally or in any other capacity
whatsoever) which now or hereafter may be or become due and owing by any
Obligor to any Finance Party under or pursuant to the Finance Documents but
excluding any obligations or liabilities in respect of which the grant of
security under the Debenture would contravene Section 151 of the Companies
Act 1985 (the "Secured Liabilities")

See Continuation sheet for definitions

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc, 25 Gresham Street, London, for itself and as agent and
security trustee for the other Finance Parties (the "Security Trustee")

Postcode EC2V 7HN

Presentor's name address and
reference (if any)

MacLay Murray & Spens LLP
3 Glenfinlas Street
Edinburgh
EH3 6AQ

TZW/FCMT/RJL/LLO/63/159

Time critical reference

TZW/FCMT/RJL/LLO/63/159

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



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28/12/2007

14

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS LLP

Date

27/12/07

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Pursuant to Section 395 of the Companies Act 1985

Continuation sheet

To the Registrar of Companies

Name of company
Robertson Education (Ingleby Barwick)
Group Holdings Limited

Company number
5934602

Short Particulars of the property mortgaged or charged:

- 1 The Charging Company, in security for the payment or discharge of the Secured Liabilities charges
- 1 1 by way of a first fixed charge
- 1 1 1
 - (a) the Accounts and all monies standing to the credit of the Accounts from time to time, and
 - (b) all monies standing to the credit of the Charging Company from time to time in any and all accounts with any bank, financial institution or other person not otherwise charged by paragraph (1) above,
- 1 1 2 the Receivables,
- 1 1 3 all its rights under any interest rate hedging arrangements,
- 1 1 4 all its goodwill and uncalled capital,
- 1 1 5 all Shares together with the Related Rights from time to time accruing to those Shares,
- 1 1 6 all Investments together with the Related Rights from time to time accruing to those Investments,
- 1 1 7 all its present and future Intellectual Property Rights owned by it,
- 1 1 8 any letter of credit in favour of the Charging Company and all bills of exchange and other negotiable instruments held by it,
- 1 1 9 the benefit of all licences, consents, warranties and Authorisations (statutory or otherwise) held in connection with its business or the use of any of its assets and the right to recover and receive all compensation which may be payable to it in respect of them, and
- 1 1 10 to the extent not effectively assigned pursuant to paragraph 1 2 below, the Assigned Assets,

- 1 2 assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Trustee all of each Charging Companies right, title and interest from time to time in and to
- 1 2 1 the Insurances, all claims under the Insurances and all proceeds of the Insurances,
- 1 2 2 the Relevant Documents, all rights and remedies in connection with the Relevant Documents and all proceeds and claims arising therefrom,
- 1 2 3 all other documents to which it is a party from time to time, all rights and remedies in connection with such documents and all proceeds and claims arising therefrom,
- 1 2 4 the Accounts (where such Accounts are not held with the Security Trustee) and all monies at any time standing to the credit of the Accounts, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing, and
- 1 2 5 all other Receivables (not otherwise assigned under paragraph 1 2 1 or 1 2 2 or 1 2 3 or subject to an effective fixed charge under paragraph 1 1)

To the extent that any Assigned Asset described in paragraph 1 2 1 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Charging Company to any proceeds of that Assigned Asset, and

- 1 3 by way of floating charge the whole of its undertaking and all other property, assets and rights of whatever nature and wherever situated both present and future which are not otherwise effectively charged or assigned pursuant to paragraphs 1 1 and 1 2 above (but including all property, assets and rights of the Charging Company situated in, or governed by the laws of Scotland, whether or not otherwise effectively charged)
- 2 Any property and assets situated in Scotland and any property or assets, the rights in and to which are governed by the laws of Scotland and the Excluded Assets shall be excluded from the mortgages, charges or assignments created pursuant to paragraph 1 1 to paragraph 1 2 above
- 3 The Matrix Premier Excluded Assets will be excluded from the mortgages, charges or assignments created by Matrix Premier Holdings Limited pursuant to paragraphs 1 1, 1 2 and 1 3 above
- 4 If security cannot be created in respect of any asset of the Charging Company without the consent of any third party
- 4 1 the Charging Company must notify the Lender promptly upon becoming aware of the same,
- 4 2 the Debenture shall not create any security in respect of that asset except to the extent permitted without the consent of any third party,

4.3 unless the Security Trustee otherwise agrees, the Charging Company shall use its reasonable endeavours to obtain the consent of the third party to the creation of security over that asset pursuant to the Debenture

5 The floating charge created by the Debenture is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge hereby created and the Security Trustee may appoint an Administrator of the Charging Company pursuant to that paragraph

In this form 395

"Account Bank" shall have the meaning given to it in the Facility Agreement;

"Accounts" means the Bank Accounts and any account or accounts opened or maintained by the Charging Company with the Account Bank or any other person (and any replacement, subdivision or sub-account of that account) and the debts represented thereby,

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act to manage the Charging Company's affairs, business and/or property;

"Assets" means the whole of the property, assets and undertaking from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;

"Assigned Assets" means the Assets expressed to be assigned pursuant to Clause 4.1.2 of the Debenture,

"Authorisations" shall have the meaning given to it in the Facility Agreement,

"Authorised Investments" shall have the meaning given to it in the Facility Agreement,

"Bank Accounts" has the meaning given to that term in the Facility Agreement and includes all additions to or renewals or replacements of any such account (in whatever currency) (including any new Bank Accounts following any change of Account Bank),

"Debenture" means the debenture by the Charging Company originally dated 23 December 2005,

"Encumbrances" means any mortgage, charge (whether fixed or floating), pledge, lien, or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

"Excluded Assets" means the assets listed in Schedule 4 of the Debenture (*Excluded Assets*),

"Facility Agreement" means the facility agreement dated 1 June 2001 between, inter alia, PFI Senior Funding Limited, Nationwide Building Society as an Original Lender and Lloyds TSB Bank Plc in its various capacities thereunder as the same is amended and restated on the date of the Debenture (as such agreement may be further amended, varied, supplemented, novated, restated or replaced from time to time),

"Finance Documents" shall have the meaning given to it in the Facility Agreement,

“Finance Party” shall have the meaning given to it in the Facility Agreement,

“Intellectual Property Rights” means

- (a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not, and
- (b) the benefit of all applications and rights to use such assets of the Charging Company,

“Investments” means the Investments specified in Part 2 of Schedule 2 of the Debenture (including £1,003,000 14% 2028 Loan Stock in Robertson Education (Ingleby Barwick) Holdings Limited), all Authorised Investments and all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *“investments”* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Charging Company and/or any nominee on its behalf or in which the Charging Company has an interest at any time,

“Lender” shall have the meaning given to it in the Facility Agreement,

“Loan Stock” shall have the meaning given to it in the Facility Agreement,

“Loan Stock Instrument” shall have the meaning given to it in the Facility Agreement,

“Matrix Premier Excluded Assets” means

- 1 any shares, subordinated debt and/or other interest of Matrix Premier Holdings Limited in Defence Management (Holdings) Limited and/or any of its subsidiaries, and
- 2 any shares, subordinated debt and/or other interest of Matrix Premier Holdings Limited in Traffic Information Services (TIS) Holdings Limited and/or any of its subsidiaries,

“Obligor” shall have the meaning given to it in the Facility Agreement,

“Receivables” means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Encumbrances and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

- (b) all proceeds of any of the foregoing,

“Related Rights” means

- (a) all dividends, distributions and other income paid or payable on the relevant Shares or Investments together with all shares or other property derived from the Shares or Investments or any asset referred to in paragraph (b) below, and
- (b) all allotments, benefits, advantages, rights, monies or property accruing or offered at any time in relation to the relevant Shares or Investments whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

“Relevant Documents” means each of the documents specified in part 3 of Schedule 2 (*Details of Security Assets*) of the Debenture (including Loan Stock Instrument dated 23 April 2002 by Robertson Education (Ingleby Barwick) Holdings Limited) together with each other agreement supplementing or amending or novating or replacing the same with full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgagees, charges, collateral warranties and other security in respect of the same,

“Shares” means the shares in the capital of each company specified in part 1 of Schedule 2 (*Details of Security Assets*) of the Debenture (including 100,000 ordinary shares of £0.01 each in Robertson Education (Ingleby Barwick) Holdings Limited) and any other shares in the capital of each such company or any other company incorporated or acquired after the date of the Debenture held by the Charging Company and/or any nominee on its behalf from time to time, and

“Supplemental Deed” means the deed dated 19 December 2007 amending and restating the Debenture

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 05934602

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED TO DEBENTURE DATED 23 DECEMBER 2005 DATED THE 19th DECEMBER 2007 AND CREATED BY ROBERTSON EDUCATION (INGLEBY BARWICK) GROUP HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2008

A handwritten signature in black ink, appearing to be 'Rk'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES