

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

MCM Capital Group, Inc.

-----  
(Name of Issuer)

Common Stock (\$.01 par value)

-----  
(Title of Class of Securities)

55269B10

-----  
(CUSIP Number)

John M. Allen, Esq.  
Debevoise & Plimpton  
875 Third Avenue  
New York, NY 10022

-----  
(Name, Address and Telephone Number of Person Authorized to Receive Notices  
and Communications)

March 13, 2001

-----  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.240.13d-1(e), (f) or (g), check the following box [ ].

Note: Schedules filed in paper format shall include a signed original and five copies of the Schedule, including all exhibits. See ss.240.13d-7(b) for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on the following pages)

CUSIP No. 55269B10

13D

(1) Name of Reporting Person  
I.R.S. Identification No. of Above Person

Consolidated Press International  
Holdings Limited

(2) Check the Appropriate Box if a Member of a Group

(a)

(b)

(3) SEC Use Only

(4) Source of Funds

00

(5) Check Box if Disclosure of Legal Proceedings is  
Required Pursuant to Items 2(d) or 2(e)

[ ]

(6) Citizenship or Place of Organization

Commonwealth of the Bahamas

Number of Shares  
Beneficially Owned by Each  
Reporting Person With

(7) Sole Voting Power

None

(8) Shared Voting Power

2,149,396

(9) Sole Dispositive Power

None

(10) Shared Dispositive Power

2,149,396

(11) Aggregate Amount Beneficially Owned by Each  
Reporting Person

2,149,396

(12) Check Box if the Aggregate Amount in Row (11)  
Excludes Certain Shares

[ ]

---

(13) Percent of Class Represented by Amount in Row (11)

27.9%

---

(14) Type of Reporting Person

HC, CO

	(1) Name of Reporting Person I.R.S. Identification No. of Above Person	C.P. International Investments Limited
-----		
	(2) Check the Appropriate Box if a Member of a Group	(a)
		(b)
-----		
	(3) SEC Use Only	
-----		
	(4) Source of Funds	00
-----		
	(5) Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	[ ]
-----		
	(6) Citizenship or Place of Organization	Commonwealth of the Bahamas
-----		
Number of Shares Beneficially Owned by Each Reporting Person With	(7) Sole Voting Power	None
	(8) Shared Voting Power	2,149,396
	(9) Sole Dispositive Power	None
	(10) Shared Dispositive Power	2,149,396
-----		
	(11) Aggregate Amount Beneficially Owned by Each Reporting Person	2,149,396
-----		
	(12) Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares	[ ]
-----		
	(13) Percent of Class Represented by Amount in Row (11)	27.9%
-----		
	(14) Type of Reporting Person	C0

This Amendment No. 1 to Schedule 13D is filed by Consolidated Press International Holdings Limited ("CPIHL") and C.P. International Investments Limited ("CPII," and together with CPIHL, the "Reporting Persons") to amend the Schedule 13D originally filed by the Reporting Persons on February 22, 2000. Items 3, 5, 6 and 7 are hereby supplemented and amended. Unless otherwise indicated, all capitalized terms shall have the same meaning as provided in the Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration.

On March 13, 2001, the Company granted warrants (the "Warrants") to CTW Funding, LLC, a Delaware limited liability company (the "LLC"), in consideration for its extending a \$2,000,000 secured credit facility to Midland Credit Management, Inc., a wholly-owned operating subsidiary of the Company ("Midland Credit"). The Warrants, which are exercisable immediately and expire on October 31, 2005, give the LLC the right to purchase up to 50,000 shares of the Company's Common Stock at \$0.01 per share. The Warrants were granted pursuant to the Warrant Agreement, dated as of October 31, 2000, (the "Warrant Agreement"), as amended by the First Amendment to Warrant Agreement, dated as of March 13, 2001 (the "Warrant Amendment"). The Warrant Agreement is attached hereto as Exhibit 2 and is incorporated herein by reference. The Warrant Amendment is attached hereto as Exhibit 3 and is also incorporated herein by reference.

CPII, the direct beneficial owner of 2,049,396 shares of the Company's Common Stock, is a member of the LLC. See Item 6 below.

Item 5. Interest in Securities of the Issuer.

(a) Pursuant to Rule 13d-3 of the Exchange Act, each of CPII and CPIHL may be deemed the beneficial owners of 2,149,396 shares of Common Stock, including the newly issued 50,000 Warrants held by the LLC and an additional 50,000 warrants, exercisable immediately and expiring on October 31, 2005 with the right to purchase up to 50,000 shares of the Company's Common Stock at \$0.01 per share issued to the LLC on October 31, 2000, granted by the Company to CPII pursuant to the Warrant Agreement. These aggregate holdings constitute approximately 27.9% of the outstanding shares of Common Stock (computed on the basis of 7,591,131 shares of Common Stock currently outstanding, as reported in the Company's Form 10Q, filed with the Securities and Exchange Commission on November 14, 2000).

(b) CPII and CPIHL each share voting and dispositive power with respect to the 2,049,396 shares of Common Stock. Additionally, CPII and CPIHL share voting and

dispositive power with respect to the 100,000 warrants held by the LLC with the other members of the LLC. See Item 6 below.

(c) On March 13, 2001 in return for its extending a \$2,000,000 secured credit facility to Midland Credit, the Company granted to the LLC, Warrants to acquire 50,000 shares of the Company's Common Stock. See Items 3 and 6 hereof.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

In order to provide Midland Credit with a \$2,000,000 secured credit facility, CPII, Robert Whyte, a director of the Company ("Whyte"), a subsidiary of Triarc Companies, Inc. ("Triarc") and a number of individuals and entities associated or affiliated with Triarc (collectively, the "Triarc Entities") formed the LLC. CPII retains a 60% interest in the LLC; Whyte holds a 15% interest with the remaining 25% being held by the Triarc Entities.

Item 7. Materials to be Filed as Exhibits.

Exhibit 2. Warrant Agreement, dated as of October 31, 2000.

Exhibit 3. First Amendment to Warrant Agreement, dated as of March 13, 2001.

Exhibit 4. Joint Filing Agreement of the Reporting Persons, dated March 22, 2001.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement with respect to the undersigned is true, complete and correct.

Date: March 22, 2001

Consolidated Press International Holdings Limited

By: /s/ Guy Bottomley

-----  
Name: Guy Harold Bottomley  
Title: Alternate Director and Secretary

C.P. International Investments Limited

By: /s/ David John Barnett

-----  
Name: David John Barnett  
Title: Director

Page 6 of 6 Pages

WARRANT AGREEMENT

dated as of October 31, 2000

between

MCM CAPITAL GROUP, INC.

and

CTW FUNDING, LLC

for  
Warrants to Purchase up to  
100,000 shares of Common Stock

WARRANT AGREEMENT

This WARRANT AGREEMENT, dated as of October 31, 2000 (this "Agreement") is entered into by and between MCM Capital Group, Inc., a Delaware corporation (the "Company"), and CTW Funding, LLC, a Delaware limited liability company ("Lender").

RECITALS:

A. Midland Credit Management, Inc., a Kansas corporation ("Midland"), and a wholly-owned subsidiary of the Company, has requested a \$2,000,000 revolving line of credit from Lender pursuant to terms of that certain Credit and Security Agreement dated as of October 31, 2000 (the "Credit Agreement").

B. To induce Lender to enter into the Credit Agreement, the Company has agreed to issue to Lender, warrants to purchase up to 100,000 shares of commonstock, \$0.01 par value per share, of the Company (the "Common Stock"); 50,000 to be issued on the Closing Date (as that term is defined in the Credit Agreement), and 50,000 to be issued on the Initial Draw Date (as that term is defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I  
DEFINITIONS

Section 1.01. CERTAIN DEFINED TERMS. Unless the context otherwise requires, the following terms, when used in this Agreement, shall have the respective meanings specified below:

"Affiliate" shall have the meaning specified in the Credit Agreement.

"Agreement" or "this Agreement" shall have the meaning specified in the preamble to this Agreement.

"Board" shall mean the board of directors of the Company.

"Closing Date" shall have the meaning specified in the Credit Agreement.

"Common Stock" shall have the meaning specified in the recitals to this Agreement.

"Company" shall have the meaning specified in the preamble to this Agreement.

"Credit Agreement" shall have the meaning specified in the recitals to this Agreement.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Exercise Price" shall have the meaning specified in Section 3.01.

"Expiration Date" shall be October 31, 2005.

"Fair Market Value" shall mean, with respect to any shares of Common Stock as of any date of determination: (i) if such shares of Common Stock are not Publicly Traded, the fair value of such shares of Common Stock (A) as determined reasonably and in good faith in the most recently completed arm's-length transaction between the Company and an unaffiliated third party in which such determination is necessary and the closing of which shall have occurred within the six months preceding such date of determination, or (B) if no such transaction shall have occurred within such six-month period, then as determined in accordance with the Valuation Criteria reasonably and in good faith by an Independent Financial Expert appointed by the Board and consented to by Lender (such consent not to be unreasonably withheld); or (ii) if such shares of Common Stock are Publicly Traded, the Market Price of such shares of Common Stock on the trading day immediately preceding such date of determination; provided, however, that with respect to shares of Common Stock issuable upon the exercise of options under a stock option plan or the issuance of shares of Common Stock under an employee stock incentive plan, the Fair Market Value of such shares shall be determined in accordance with the applicable provisions of such plan (if any).

"Holders" shall mean the registered holders from time to time of the Warrants and, unless otherwise provided or indicated herein, the registered holders from time to time of the Underlying Common Stock.

"Independent Financial Expert" shall mean a nationally recognized investment banking firm (i) that does not (and whose directors, officers, employees and affiliates do not) have a direct or indirect financial interest in the Company or any of its Affiliates, and (ii) that is not, and none of whose directors, officer, employees or Affiliates are, at the time it is called upon to render independent financial advice to the Company, a promoter, director or officer of the Company or any of its Affiliates or an underwriter or placement agent with respect to any of the securities of the Company or any of its Affiliates, nor have the Company or any such directors, officers, employees or Affiliates acted in such capacity during the three year period prior thereto.

"Initial Draw Date" means the date on which the Company first draws funds against the Credit Facility (as that term is defined in the Credit Agreement).

"Lender" shall have the meaning specified in the preamble to this Agreement.

"Market Price" shall mean, with respect to any shares of Common Stock that are Publicly Traded, for any specified trading day, (i) in the case of shares of Common Stock listed or admitted to trading on any securities exchange or on the Nasdaq National Market or the Nasdaq

SmallCap Market, the average closing price, or if no sale takes place on that day, the average of the closing bid and asked prices, for the ten (10) trading days prior to the specified date, (ii) in the case of shares of Common Stock not then listed or admitted to trading on any securities exchange or on the Nasdaq National Market or the Nasdaq SmallCap Market, the average last reported sale price, or if no sale takes place on that day, the average of the closing bid and asked prices, for the ten (10) trading days prior to the specified date, as reported by a reputable quotation source designated by the Company, and (iii) if there are no bid and asked prices reported during the ten (10) trading days prior to the specified date, the Fair Market Value of such shares of Common Stock as determined as if such shares of Common Stock were not Publicly Traded.

"Person" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization or other entity or any government or political subdivision, agency or instrumentality thereof, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

"Publicly Traded" shall mean, relative to any security, that such security is (i) listed on a domestic securities exchange, (ii) quoted on the Nasdaq National Market or the Nasdaq SmallCap Market, or (iii) traded in the domestic over-the-counter market, which trades are reported on the OTC Bulletin Board or reported by the National Quotation Bureau, Incorporated.

"Rights" shall mean any "poison pill" or similar shareholder rights issued pursuant to a "poison pill" shareholder rights plan or similar plan.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"Taxes" shall mean all transfer, stamp, documentary and other similar taxes, assessments or charges levied by any governmental or revenue authority in respect hereof in respect of any Warrant or any Warrant Certificate, excluding, however, franchise taxes and taxes, assessments or charges levied or imposed on or measured by the net income or receipts of any Person.

"Underlying Common Stock" shall mean the shares of Common Stock issuable or issued upon the exercise of the Warrants.

"Valuation Criteria" shall mean one or more valuation methods that the Independent Financial Expert or the Board, as the case may be, in its professional or reasonable business judgment, as the case may be, determines to be most appropriate for use in determining the Fair Market Value of any securities for which such determination is required pursuant to this Agreement.

"Warrant Certificates" shall have the meaning specified in Section 2.01 of this Agreement.

"Warrants" shall mean the warrants issued to Lender (i) on the Closing Date; and (ii) the Initial Draw Date, in each case, as contemplated by this Agreement and the Credit Agreement.

ARTICLE II  
ORIGINAL ISSUE OF WARRANTS; TRANSFER

Section 2.01. FORM OF WARRANT CERTIFICATES. The Warrants shall be evidenced by certificates in registered form only and substantially in the form attached hereto as Exhibit A (the "Warrant Certificates"), shall be dated the date on which signed by the Company and may have such legends and endorsements typed, stamped, printed, lithographed or engraved thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law or with any rule or regulation applicable thereto, with any rule or regulation of any securities exchange or association on which the Warrants may be listed, or to conform to customary usage.

Section 2.02. EXECUTION AND DELIVERY OF WARRANT CERTIFICATES. A Warrant Certificate evidencing Warrants to purchase 50,000 shares of Common Stock shall be executed by the Company and delivered to Lender on the Closing Date. An additional Warrant Certificate evidencing Warrants to purchase 50,000 shares of Common Stock shall be executed by the Company and delivered to Lender on the Initial Draw Date. The Warrant Certificates shall be executed on behalf of the Company by one or more duly authorized officers of the Company.

Section 2.03. TRANSFER OF WARRANTS.

(a) Subject to clause (b) of this Section 2.03 and provided that all other conditions regarding the transfer of the Warrants set forth in this Agreement have been satisfied, each Warrant and the rights thereunder may be transferred by the Holder thereof by delivering to the Company the Warrant Certificate evidencing such Warrant accompanied by a properly completed assignment form (a form of which is attached to the form of Warrant Certificate attached as Exhibit A to this Agreement). Within ten (10) Business Days of receipt of such assignment form, the Company shall issue and deliver to the transferee, subject to clause (b) below, a Warrant Certificate of like kind and tenor representing the transferred Warrants and to the transferor a Warrant Certificate of like kind and tenor representing any Warrants evidenced by such original certificate that are not being transferred. Each Warrant Certificate issued pursuant to this Section 2.03 shall be substantially in the form of Exhibit A to this Agreement and shall bear the restrictive legends set forth thereon (unless, with respect to the legend regarding transfer under applicable securities laws, the Holder or transferee thereof supplies to the Company an opinion of counsel, reasonably satisfactory to the Company, that the restrictions described in such legend are no longer applicable to such Warrants).

(b) The transfer of Warrants shall be permitted only pursuant to a transaction that complies with, or is exempt from, the provisions of the Securities Act and any applicable provisions of state securities laws. The Company may require an opinion of counsel, reasonably satisfactory to the Company, to such effect prior to the transfer of any Warrant.

ARTICLE III  
EXERCISE PRICE; EXERCISE OF WARRANTS GENERALLY

Section 3.01. EXERCISE PRICE. Each Warrant Certificate shall entitle the Holder thereof, subject to the provisions of this Agreement, to purchase one share of Common Stock for each Warrant represented thereby at an exercise price (the "Exercise Price") of \$0.01 per share.

Section 3.02. EXERCISE OF WARRANTS. Subject to the terms and conditions set forth herein, the Warrants shall be exercisable at any time from the date of issuance through the Expiration Date.

Section 3.03. EXPIRATION OF WARRANTS. The Warrants shall terminate and become void as of the close of business on the Expiration Date.

Section 3.04. METHOD OF EXERCISE.

(a) To exercise a Warrant, the Holder thereof must surrender the Warrant Certificate evidencing such Warrant to the Company, with a duly executed Form of Election to Purchase, a form of which is attached hereto, and pay the Exercise Price for each share of Underlying Common Stock as to which Warrants are then being exercised in full to the Company (i) by wire transfer of immediately available funds, or (ii) by certified or official bank check, or (iii) by any combination of the foregoing. A Holder may exercise such Holder's Warrant for the full number of shares of Underlying Common Stock issuable upon exercise thereof (subject to the limitations set forth in Section 3.02) or any lesser number of whole shares of Underlying Common Stock.

(b) Not later than the fifth Business Day following the later of (i) surrender of a Warrant Certificate in conformity with the foregoing provisions or (ii) payment by the Holder of the full Exercise Price for the shares of Underlying Common Stock as to which such Warrants are then being exercised, the Company shall transfer to the Holder of such Warrant Certificate appropriate evidence of ownership of any shares of Underlying Common Stock or other securities or property (including any money) to which the Holder is entitled, registered or otherwise placed in, or payable to the order of, such name or names as may be directed in writing by the Holder, and shall deliver such evidence of ownership and any other securities or property (including any money) to the person or persons entitled to receive the same, together with an amount in cash in lieu of any fraction of a share as provided in Section 4.04. If such Warrant Certificate is not exercised in full, the Company will issue to the Holder a new Warrant Certificate exercisable for the number of shares of Underlying Common Stock as to which such Warrant has not been exercised. Underlying Common Stock issued upon exercise of a Warrant in the name of any person other than the registered holder of the Warrant shall be subject to Sections 5.03 and 5.04 of this Agreement.

(c) Each person in whose name any certificate representing shares of Underlying Common Stock is issued shall for all purposes be deemed to have become the holder of record of such shares of Underlying Common Stock on the date on which the Warrant

Certificate was surrendered to the Company and payment of the Exercise Price therefor was received by the Company, irrespective of the date of delivery of such certificate representing shares of Underlying Common Stock.

Section 3.05. CANCELLATION OF WARRANTS. The Company shall cancel any Warrant Certificate delivered to it for exercise, in whole or in part, or delivered to it for transfer, exchange or substitution, and no Warrant Certificates shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Agreement. The Company shall destroy canceled Warrant Certificates. If the Company shall acquire any of the Warrants, such acquisition shall not operate as a redemption or termination of the right represented by such Warrants unless and until the Warrant Certificates evidencing such Warrants are surrendered to the Company for cancellation.

ARTICLE IV  
ADJUSTMENTS

Section 4.01. ADJUSTMENTS. The number of shares of Common Stock issuable upon exercise of each Warrant shall be subject to adjustment from time to time as follows:

(a) Stock Dividends; Stock Splits; Reverse Stock Splits; Reclassifications. In the event that the Company shall (i) pay a dividend or make any other distribution with respect to its Common Stock in shares of its capital stock, (ii) subdivide its outstanding Common Stock, (iii) combine its outstanding Common Stock into a smaller number of shares, or (iv) issue any shares of its capital stock in a reclassification of the Common Stock (including any such reclassification in connection with a merger, consolidation or other business combination in which the Company is the continuing corporation), then immediately prior to the record date for such dividend or distribution, or the effective date of such subdivision or combination, the number of shares of Common Stock issuable upon exercise of each Warrant shall be adjusted so that the Holder of each Warrant shall thereafter be entitled to receive the kind and number of shares of Common Stock or other securities of the Company that such Holder would have owned or have been entitled to receive after the happening of any of the events described above, had such Warrant been exercised immediately prior to the happening of such event or any record date with respect thereto. An adjustment made pursuant to this Section 4.01(a) shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) Issuance of Common Stock, Rights, Options or Warrants at Lower Values.

(i) In the event that the Company shall issue or sell shares of Common Stock, or rights, options, warrants or other securities convertible or exchangeable into shares of Common Stock, or containing the right to subscribe for or purchase shares of Common Stock, at a price per share of Common Stock (determined in the case of such rights, options, warrants or convertible or exchangeable securities, by dividing (x) the total amount of Consideration receivable by the Company in respect of the issuance and sale of such rights, options, warrants or convertible or exchangeable securities, plus the total Consideration, if any, payable to the Company upon exercise, conversion or exchange thereof, by (y) the total number of shares of

Common Stock covered by such rights, options, warrants or convertible or exchangeable securities) that is lower than the then Fair Market Value per share of the Common Stock immediately prior to such sale or issuance, then the number of shares of Common Stock thereafter issuable upon the exercise of each Warrant then outstanding shall equal the Pre-Issuance Value per Warrant divided by the Unadjusted Post-Issuance Value per Warrant. Such adjustment shall be made successively whenever any such sale or issuance is made.

(ii) For purposes of this Section 4.01(b), (A) "Pre-Issuance Value per Warrant" shall mean (1) the total number of shares of Common Stock then issuable upon exercise of each Warrant, multiplied by (2) the Fair Market Value per share of Common Stock immediately prior to any issuance or sale described in Section 4.01(b)(i); and (B) "Unadjusted Post-Issuance Value per Warrant" shall mean (1) the sum of (x) the total number of shares of Common Stock (including shares of Common Stock issuable upon exercise of outstanding Warrants) outstanding immediately prior to any issuance or sale described in Section 4.01(b)(i), multiplied by the Fair Market Value per share of Common Stock immediately prior to such issuance or sale, plus (y) the total number of additional shares of Common Stock issued or sold by the Company (including, in the case of rights, options, warrants or convertible or exchangeable securities, the total number of shares of Common Stock covered by such rights, options, warrants or convertible or exchangeable securities), multiplied by the price per share of Common Stock for which such additional shares of Common Stock were issued or sold (including, in the case of rights, options, warrants or convertible or exchangeable securities, the total amount of Consideration per share receivable by the Company in respect of the issuance and sale of such rights, options, warrants or convertible or exchangeable securities, plus the total Consideration per share, if any, payable to the Company upon exercise, conversion or exchange thereof), divided by (2) the total number of shares of Common Stock outstanding immediately after such issuance or sale (including, in the case of rights, options, warrants or convertible or exchangeable securities, the total number of shares of Common Stock covered by such rights, options, warrants or convertible or exchangeable securities and including shares of Common Stock issuable upon exercise of outstanding Warrants).

(iii) In the event that the Company shall issue or sell shares of Common Stock or rights, options, warrants or convertible or exchangeable securities containing the right to subscribe for or purchase shares of Common Stock, for consideration consisting in whole or in part, of property other than cash or its equivalent, then in determining the "price per share of Common Stock" and the "Consideration" receivable by or payable to the Company for purposes of this Section 4.01, the Board shall determine, in good faith, the fair value of such property. In the event that the Company shall issue and sell rights, options, warrants or convertible or exchangeable securities containing the right to subscribe for or purchase shares of Common Stock, together with one or more other securities as part of a unit at a price per unit, then to determine the "price per share of Common Stock" and the "Consideration" receivable by or payable to the Company for purposes of this Section 4.01, the Board shall determine, in good faith, the fair value of the rights, options, warrants or convertible or exchangeable securities then being sold as part of such unit.

(iv) Notwithstanding anything herein to the contrary, the provisions of this Section 4.01(b) shall not apply to any of the following:

(A) the grant or issuance of restricted stock, options or other similar rights issued pursuant to employee stock option plans, directors stock option plans or similar plans providing for options or other similar rights to purchase Common Stock covering in the aggregate not in excess of 20% of the fully-diluted shares of Common Stock issued and outstanding from time to time, or the issuance of shares upon exercise of any such options or other similar rights;

(B) the issuance of shares upon the exercise of options, warrants, convertible or exchangeable securities, or similar securities that are convertible into Common Stock in accordance with their terms, that are issued and outstanding as of the date of this Agreement;

(C) the issuance of any additional Warrants under this Agreement;

(D) the issuance of any Rights;

(E) the issuance of shares of capital stock pursuant to any stock dividend, stock split or other distribution in respect of outstanding shares; and

(F) the issuance of Common Stock or securities convertible into Common Stock pursuant to an underwritten offering (including, without limitation, any such securities issued pursuant to the underwriters' overallotment option).

(c) Issuance of Rights. In the event that the Company shall distribute any Rights prior to the exercise or expiration of the Warrants, the Company shall make proper provision so that each Holder who exercises a Warrant after the record date for such distribution and prior to the expiration or redemption of the Rights shall be entitled to receive upon such exercise, in addition to the shares of Common Stock issuable upon such exercise, a number of Rights determined as follows: (A) if such exercise occurs on or prior to the date fixed for the distribution to the holders of Rights of separate securities evidencing such Rights, the same number of Rights to which a holder of a number of shares of Common Stock equal to the number of shares of Underlying Common Stock issuable upon such exercise would have been entitled at the time of such exercise in accordance with the terms and provisions applicable to the Rights, and (B) if such exercise occurs after such distribution date, the same number of Rights to which a holder of the number of shares of Underlying Common Stock into which the Warrant so exercised was exercisable immediately prior to such distribution date would have been entitled on the distribution date in accordance with the terms and provisions applicable to the Rights.

(d) Expiration Of Rights, Options and Conversion Privileges. Upon the expiration of any rights, options, warrants or conversion or exchange privileges that have previously resulted in an adjustment pursuant to Section 4.01(b), if any thereof shall not have been exercised, the number of shares of Common Stock issuable upon the exercise of each Warrant shall, upon such expiration, be readjusted and shall thereafter, upon any future exercise, be such as they would have been had they been originally adjusted (or had the original

adjustment not been required, as the case may be) as if (i) the only shares of Common Stock so issued were the shares of Common Stock, if any, actually issued or sold upon the exercise of such rights, options, warrants or conversion or exchange rights and (ii) such shares of Common Stock, if any, were issued or sold for the Consideration actually received by the Company upon such exercise plus the Consideration, if any, actually received by the Company for issuance, sale or grant of all such rights, options, warrants or conversion or exchange rights whether or not exercised.

(e) De Minimis Adjustments. No adjustment in the number of shares of Common Stock issuable hereunder shall be required unless such adjustment would require an increase or decrease of at least one percent in the number of shares of Common Stock purchasable upon an exercise of each Warrant; provided, however, that any adjustments which by reason of this Section 4.01(e) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations shall be made to the nearest one-tenth of a share.

Section 4.02. DETERMINATION OF ADJUSTMENT. Whenever the number of shares of Common Stock issuable upon the exercise of each Warrant is adjusted as herein provided, a certificate of an officer of the Company setting forth the number of shares of Common Stock issuable upon the exercise of each Warrant after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which such adjustment was made (in reasonable detail), shall, absent demonstrable error, be conclusive evidence of such adjustment. The Company shall be entitled to rely on such certificate and shall exhibit the same from time to time to any Holder desiring an inspection thereof during normal business hours.

Section 4.03. STATEMENT ON WARRANTS. Irrespective of any adjustment in the number or kind of shares issuable upon the exercise of the Warrants, certificates evidencing Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in the Warrants initially issuable pursuant to this Agreement.

Section 4.04. FRACTIONAL INTEREST. The Company shall not be required to issue fractional shares of Common Stock on the exercise of Warrants. If more than one Warrant shall be presented for exercise in full at the same time by the same Holder, the number of full shares of Common Stock which shall be issuable upon such exercise thereof shall be computed on the basis of the aggregate number of shares of Common Stock issuable on exercise of the Warrants so presented. If any fraction of a share of Common Stock would, except for the provisions of this Section 4.04, be issuable on the exercise of any Warrant (or specified portion thereof), the Company shall pay an amount in cash calculated by it to be equal to the then Fair Market Value per share of Common Stock multiplied by such fraction computed to the nearest whole cent.

ARTICLE V  
ADDITIONAL AGREEMENTS

Section 5.01. WARRANT TRANSFER BOOKS.

(a) The Warrant Certificates shall be issued in registered form only. The Company shall keep at its executive office a register in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Warrant Certificates and of transfers or exchanges of Warrant Certificates as herein provided.

(b) Every Warrant Certificate surrendered for registration of transfer or exchange shall (if so required by the Company) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company, duly executed by the Holder thereof or his attorney duly authorized in writing.

Section 5.02. NO STOCKHOLDER RIGHTS. Prior to the exercise of the Warrants, no holder of a Warrant Certificate, as such, shall be entitled to vote or be deemed the holder of Common Stock or any other securities of the Company which may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon any holder of a Warrant Certificate, as such, the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, to exercise any preemptive right, to receive notice of meetings or other actions affecting stockholders (except as specifically provided herein), or to receive dividends or subscription rights or otherwise.

Section 5.03. RESTRICTIONS ON TRANSFER. The Holder of any Warrant Certificate, by acceptance thereof, acknowledges and agrees that without limitation of the obligations set forth in Section 5.07, it shall be a condition precedent to any transfer of the Warrant that each proposed transferee execute and deliver to the Company the documentation required by such Section 5.07.

Section 5.04. NO REGISTRATION OF WARRANTS OR UNDERLYING COMMON STOCK UNDER SECURITIES LAWS; OTHER REGULATORY FILINGS.

(a) Neither the Warrants nor the Underlying Common Stock have been registered under the Securities Act or any state securities laws.

(b) The Holder of any Warrant Certificate, by acceptance thereof, represents that it is acquiring the Warrants to be issued to it for its own account and not with a view to the distribution thereof, and agrees not to sell, transfer, pledge or hypothecate any Warrants or any Underlying Common Stock unless (i) such transfer is made in connection with an effective registration statement under the Securities Act and any applicable state securities laws or (ii) such transaction is exempt from the registration requirements of the Securities Act, the rules and regulations in effect thereunder and any applicable state securities laws and, if requested by the Company, the Holder thereof has furnished the Company a satisfactory opinion of counsel for such Holder to such effect.

(c) Each Holder of Warrants also hereby acknowledges that any exercise of the Warrants may be subject to the filing requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and agrees to make any such required filings prior to any such exercise.

Section 5.05. RESERVATION OF COMMON STOCK FOR ISSUANCE ON EXERCISE OF WARRANTS. The Company shall at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of issue upon exercise of Warrants as herein provided, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. All shares of Common Stock which shall be so issuable shall, upon such issue and upon payment of the exercise price therefor as provided herein and in the applicable Warrant Certificate, be duly and validly issued and fully paid and non-assessable.

Section 5.06. PAYMENT OF TAXES. The Company shall pay all Taxes that may be imposed on the Company or on the Warrants or on any securities deliverable upon exercise of Warrants with respect thereto. The Company shall not be required, however, to pay any Taxes or other charges imposed in connection with any transfer of any certificate for shares of Common Stock or other securities underlying the Warrants or payment of cash, to any person other than the Holder of a Warrant Certificate surrendered upon the exercise or purchase of a Warrant.

Section 5.07. CERTAIN PERSONS TO EXECUTE AGREEMENT. Without in any way limiting any transfer restrictions contained elsewhere herein, no Holder shall sell or otherwise transfer any Warrants held by such Holder, unless, prior to the consummation of any such sale or other disposition, the person to whom such sale or other disposition is proposed to be made executes and delivers to the Company an agreement, in form and substance satisfactory to the Company, whereby such prospective transferee confirms that, with respect to the Warrants that are the subject of such sale or other disposition, it shall be deemed to be a "Holder" for the purposes of this Agreement and agrees to be bound by all the terms of this Agreement. Upon the execution and delivery by such prospective transferee of such agreement, and subject to all applicable transfer restrictions, such prospective transferee shall be deemed a "Holder" for the purposes of this Agreement, and shall have the rights and be subject to the obligations of a Holder hereunder with respect to the Warrants held by such prospective transferee.

#### ARTICLE VI MISCELLANEOUS

Section 6.01. EXPENSES. Except as otherwise specified in this Agreement or in the Credit Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 6.02. NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, or by courier service, cable, telecopy, telegram, or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at their addresses set forth on the signature pages to this Agreement

(or at such other address for a party hereto as shall be specified in a notice given in accordance with this Section 6.02).

Section 6.03. HEADINGS. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Agreement.

Section 6.04. SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 6.05. MUTILATED OR MISSING WARRANT CERTIFICATES. If any Warrant Certificate is lost, stolen, mutilated or destroyed, the Company in its discretion may issue, in exchange and substitution for and upon cancellation of the mutilated Warrant Certificate, or in lieu of and substitution for the Warrant Certificate lost, stolen or destroyed, and upon receipt of a proper affidavit or other evidence satisfactory to the Company (and surrender of any mutilated Warrant Certificate) and bond of indemnity in form and amount and with corporate surety satisfactory to the Company in each instance protecting the Company, a new Warrant Certificate of like tenor and exercisable for an equivalent number of shares of Common Stock as the Warrant Certificate so lost, stolen, mutilated or destroyed. Any such new Warrant Certificate shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant Certificate at any time shall be enforceable by anyone. An applicant for such a substitute Warrant Certificate also shall comply with such other reasonable regulations and pay such other reasonable charges as the Company may prescribe. All Warrant Certificates shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement of lost, stolen, mutilated or destroyed Warrant Certificates, and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement of negotiable instruments or other securities without their surrender.

Section 6.06. ENTIRE AGREEMENT. This Agreement and the documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between or among the parties with respect to the subject matter hereof.

Section 6.07. NO THIRD PARTY BENEFICIARIES. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, is intended to or shall confer upon any person other than the parties hereto and their respective successors and

permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 6.08. AMENDMENT; WAIVER. This Agreement may not be amended, modified, supplemented or waived except by an instrument in writing signed by, or on behalf of, the Company and holders of more than 50% of the outstanding Warrants or, in the case of a waiver, the party to be bound thereby (which, in the case of the Holders of the Warrants, shall require Holders of more than 50% of the outstanding Warrants).

Section 6.09. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS OF EACH PARTY ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

Section 6.10. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 6.11. SPECIFIC PERFORMANCE. Each Holder shall have the right to specific performance by the Company of the provisions of this Agreement, in addition to any other remedies that it may have at law or in equity. The Company hereby irrevocably waives, to the extent that it may do so under applicable law, any defense based on the adequacy of a remedy at law which may be asserted as a bar to the remedy of specific performance in any action brought against the Company for specific performance of this Agreement by the Holders of the Warrants or the Underlying Common Stock.

Section 6.12. FILINGS. The Company shall, at its own expense and to the extent it is reasonably able to do so, promptly execute and deliver, or cause to be executed and delivered, to any Holder of Warrants all applications, certificates, instruments and other documents that such Holder may reasonably request in connection with the obtaining of any consent, approval, qualification or authorization of any Federal, state or local government (or any agency or commission thereof) necessary or appropriate in connection with, or for the effective exercise of, any Warrants then held by such Holder, in each case subject to such confidentiality obligations as the Company may reasonably impose on such Holder; provided, however, that the Company shall not be required to qualify to do business in, or provide a general consent to service of process in, any jurisdiction in which it is not already qualified to do business and shall not be required to register the Warrants or the Underlying Common Stock under any Federal or state securities laws except as otherwise required under any registration rights agreement (or similar agreement) to which the Company may be a party from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MCM CAPITAL GROUP, INC.

By: /s/ Carl C. Gregory III  
-----  
Name: Carl C. Gregory III  
Title: President

CTW FUNDING, LLC

By: /s/ Brian L. Schorr  
-----  
Name: Brian L. Schorr  
Title: Manager

[FORM OF WARRANT CERTIFICATE]

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF, AND NO REGISTRATION OF TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS OF THE ISSUER, UNLESS (i) SUCH TRANSFER IS MADE IN CONNECTION WITH AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR (ii) SUCH TRANSACTION IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, THE RULES AND REGULATIONS IN EFFECT THEREUNDER AND ANY APPLICABLE STATE SECURITIES LAWS AND, IF REQUESTED BY THE COMPANY, THE HOLDER THEREOF HAS FURNISHED THE COMPANY A SATISFACTORY OPINION OF COUNSEL FOR SUCH HOLDER TO SUCH EFFECT.

THE SECURITIES EVIDENCED BY THIS CERTIFICATE AND THE SECURITIES ISSUABLE UPON THE EXERCISE OF THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS SET FORTH IN A WARRANT AGREEMENT, DATED AS OF OCTOBER \_\_, 2000, AS THEREAFTER AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, COPIES OF WHICH ARE ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE ISSUER. NO REGISTRATION OF TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS OF THE ISSUER UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH.

MCM CAPITAL GROUP, INC.

WARRANT CERTIFICATE  
Dated as of \_\_\_\_\_, \_\_\_\_\_

WARRANTS TO PURCHASE \_\_\_\_ SHARES OF COMMON STOCK

Certificate No. \_\_\_\_  
Number of Warrants: \_\_\_\_\_

MCM CAPITAL GROUP, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company"), hereby certifies that, for value received, \_\_\_\_\_, or its registered assigns, is the registered holder of the number of Warrants set forth above (the "Warrants"). Each Warrant shall entitle the registered holder thereof (the "Holder"), during the time periods specified below and subject to the provisions contained herein and in the Warrant Agreement (as defined below), to receive from the Company one share of Common Stock, par value \$0.01 per share, of the Company ("Common Stock"),

subject to adjustment upon the occurrence of certain events as more fully described in the Warrant Agreement, at an exercise price of \$0.01 per share. The Warrants shall be exercisable beginning on the date of issuance through October 31, 2005 (the "Expiration Date"). This Warrant Certificate shall terminate and become void as of the close of business on the Expiration Date.

This Warrant Certificate is issued under and in accordance with the Warrant Agreement, dated as of October 31, 2000 (as thereafter amended, modified or supplemented, the "Warrant Agreement"), among the Company and the Lender (as defined therein), and is subject to the terms and provisions contained in the Warrant Agreement, to all of which terms and provisions the Holder of this Warrant Certificate consents by acceptance hereof, which applicable terms and provisions are hereby incorporated herein by reference and made a part hereof. Reference is hereby made to the Warrant Agreement for a full statement of the respective rights, limitations of rights, duties and obligations thereunder of the Company and the Holders of the Warrants.

The number of shares of Common Stock issuable upon the exercise of each Warrant is subject to adjustment as provided in the Warrant Agreement.

All shares of Common Stock issuable by the Company upon the exercise of Warrants shall, upon such issuance and upon payment of the Exercise Price in accordance with the terms set forth in the Warrant Agreement, be duly and validly issued and fully paid and non-assessable.

In order to exercise a Warrant, the Holder hereof must surrender this Warrant Certificate at the office of the Company, with the Form of Election to Purchase attached hereto appropriately completed and duly executed by the Holder hereof, all subject to the terms and conditions hereof and of the Warrant Agreement.

All capitalized terms used in this Warrant Certificate that are not defined herein shall have the meanings assigned to them in the Warrant Agreement.

Copies of the Warrant Agreement are on file at the office of the Company and may be obtained by writing to the Company at MCM Capital Group, Inc., 5775 Roscoe Court, San Diego, California 92123, Attention: Secretary.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its officers thereunto duly authorized as of the date first written above.

MCM CAPITAL GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

FORM OF ELECTION TO PURCHASE

(To Be Executed by the Holder to Exercise Warrants Evidenced by the Foregoing Warrant Certificate)

To: MCM Capital Group, Inc.

The undersigned hereby irrevocably elects to exercise the Warrants evidenced by the foregoing Warrant Certificate for, and to acquire thereunder, one full share (subject to adjustment) of Common Stock issuable upon exercise of each such Warrant, all on the terms and conditions specified in the within Warrant Certificate and the Warrant Agreement therein referred to. The undersigned hereby surrenders this Warrant Certificate and all right, title and interest therein to the Company and directs that the shares of Common Stock deliverable upon the exercise of such Warrants be registered or placed in the name of the undersigned at the address specified below and delivered thereto.

Address:  
-----  
-----  
-----  
(Include Zip Code)

Name of Holder: -----  
(Please Print)

By: -----  
(Signature)\*

(Name:) -----

(Title:) -----

Dated: -----

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Holder of the foregoing Warrant Certificate hereby sells, assigns and transfers(1) unto each assignee set forth below (including the undersigned with respect to any Warrants constituting a part of the Warrants evidenced by the foregoing Warrant Certificate not being assigned hereby) all of the rights of the undersigned in and to the number of Warrants (as defined in and evidenced by the foregoing Warrant Certificate) set forth opposite the name of such assignee below and in and to the foregoing Warrant Certificate with respect to said Warrants and the shares of Common Stock issuable upon exercise of said Warrants:

Name of Assignee: -----  
(Please Print)

Address: -----  
-----  
-----  
(Include Zip Code)

Number of Warrants: -----

and does hereby irrevocably constitute and appoint the Company the undersigned's attorney-in-fact to make such transfer on the books of the Company maintained for that purpose, with full power of substitution in the premises.

-----  
(1) THE SECURITIES EVIDENCED BY THE FOREGOING WARRANT CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS SET FORTH IN THE WARRANT AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE ISSUER. NO REGISTRATION OF TRANSFER OF SUCH SECURITIES WILL BE MADE ON THE BOOKS OF THE ISSUER UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH.

If the total number of Warrants transferred shall not be all the Warrants evidenced by the foregoing Warrant Certificate, the undersigned requests that a new Warrant Certificate evidencing the Warrants not so assigned be issued in the name of and delivered to the undersigned.

Dated: -----

Name of Holder: -----  
(Please Print)

-----  
(Signature)\*

(Name:) -----

(Title:)-----

## FIRST AMENDMENT TO WARRANT AGREEMENT

This FIRST AMENDMENT TO WARRANT AGREEMENT ("Amendment") is dated as of March 13, 2001, between MCM CAPITAL GROUP, INC., a Delaware corporation ("MCM") and CTW FUNDING, LLC, a Delaware limited liability company ("Lender").

## FACTUAL BACKGROUND

A. Under the Credit and Security Agreement dated as of October 31, 2000 (the "Credit Agreement"), Lender agreed to make available to Midland Credit Management, Inc., a Kansas corporation ("Midland") a revolving credit facility upon the terms and conditions set forth therein.

B. To induce Lender to enter into the Credit Agreement, MCM and Lender entered into the Warrant Agreement dated as of October 31, 2000 (the "Warrant Agreement") by and between MCM and Lender. (Capitalized terms used herein without definition have the meanings given to them in the Warrant Agreement.)

C. To induce Lender to enter into the First Amendment to Credit Agreement, dated as of March 13, 2001 (the "Credit Amendment"), among Midland, Lender, MCM and Midland Acquisition Corporation, MCM has agreed to issue to Lender, warrants to purchase up to an additional 200,000 shares of Common Stock; 50,000 to be issued on the date of each Renewal Notice (as defined in the Credit Amendment).

## AGREEMENT

Therefore, the MCM and Lender agree as follows:

1. Modification of Warrant Agreement. The Warrant Agreement is hereby amended as follows:

(a) Credit Agreement. The definition of "Credit Agreement" in Section 1.01 is hereby amended by replacing such definition with the following definition:

"Credit Agreement" means that certain Credit and Security Agreement, dated as of October 31, 2000 by and between Midland and Lender, as amended, supplemented or otherwise modified from time to time.

(b) First Amendment. Section 1.01 of the Warrant Agreement is hereby amended by adding the following definition:

"First Amendment" means that certain First Amendment to Credit Agreement, dated as of March 13, 2001 among Midland, Lender, Company and Midland Acquisition Corporation, a Delaware corporation.

(b) First Amendment Date. Section 1.01 of the Warrant Agreement is hereby amended by adding the following definition:

"First Amendment Date" shall mean March 13, 2001.

(c) Renewal Notice. Section 1.01 of the Warrant Agreement is hereby amended by adding the following definition:

"Renewal Notice" shall have the meaning specified in the Credit Agreement.

(d) Warrants. The definition of "Warrants" in Section 1.01 is hereby amended by replacing such definition with the following definition:

"Warrants" shall mean the warrants issued to Lender (i) on the Closing Date; (ii) on the Initial Draw Date; (iii) on the First Amendment Date; and (iv) in connection with each Renewal Notice following the First Amendment, if any, in each case, as contemplated by this Agreement and the Credit Agreement.

(e) Execution and Delivery of Warrant Certificates. Section 2.02 of the Warrant Agreement is hereby amended by adding the following sentence prior to the last sentence: Additional

Warrant Certificates evidencing Warrants to purchase 50,000 shares of Common Stock shall be executed by the Company and delivered to Lender concurrently with each of (i) the execution of the First Amendment and (ii) each Renewal Notice.

2. Conditions Precedent. Before this Amendment becomes effective and any party becomes obligated under it, all of the following conditions shall have been satisfied at the Company's sole cost and expense in a manner acceptable to Lender:

(a) Lender shall have received an original of this Amendment executed by MCM;

(b) Lender shall have received from MCM a Certificate of Secretary covering (i) the matters referred to in Section 3(b) of the Credit Amendment and (ii) the due authorization, execution and delivery of the Warrant Certificates to be delivered pursuant to this Amendment and the

enforceability of the Warrants represented thereby in accordance with their respective terms; and

(c) MCM shall have reimbursed Lender for reasonable attorney fees and costs incurred in the preparation, execution and closing of this Amendment.

3. Incorporation. This Amendment shall form a part of the Warrant Agreement, and all references hereafter to the Warrant Agreement in any document executed in connection with the Warrant Agreement shall mean the Warrant Agreement as hereby modified.

4. No Impairment. Except as specifically hereby amended, the Warrant Agreement shall remain unaffected by this Amendment and shall remain in full force and effect.

5. Integration. The Warrant Agreement and this Amendment: (a) integrate all the terms and conditions mentioned in or incidental to the Warrant Agreement and this Amendment;

(b) supersede all oral negotiations and prior and other writings with respect to their subject matter; and (c) are intended by the parties as the final expression of the agreement with respect to the terms and conditions set forth in those documents and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this Amendment and those of any other agreement or instrument, including any of the Loan Documents (as defined in the Credit Agreement), the terms, conditions and provisions of this Amendment shall prevail.

6. Miscellaneous. This Amendment and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Amendment or the Warrant Agreement to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of this Amendment or the Warrant Agreement. As used here, the word "include(s)" means "includes(s), without limitation," and the word "including" means "including, but not limited to."

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

MCM CAPITAL GROUP, INC.,  
a Delaware corporation

By: /s/ Timothy W. Moser

-----  
Name: Timothy W. Moser  
Title: Executive Vice President

"MCM"

CTW FUNDING, LLC,  
a Delaware limited liability company

By: /s/ Brian L. Schorr

-----  
Name: Brian L. Schorr  
Title: Manager

"Lender"

JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned agree that the Statement on Schedule 13D and any amendments thereto to which this exhibit is attached is filed on behalf of each of them.

Date: March 22, 2001

Consolidated Press International Holdings Limited

By: /s/ Guy Bottomley

-----  
Name: Guy Harold Bottomley  
Title: Alternate Director and Secretary

C.P. International Investments Limited

By: /s/ David John Barnett

-----  
Name: David John Barnett  
Title: David John Barnett