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COMPANIES FORM No. 395

A/C 00400107

3

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. 24 FEB 2003

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] [] [] [] [] [] [] []

0541295

Name of company

* Guinness World Records Limited (the "Company")

Date of creation of the charge

14 February 2003

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

A debenture dated 14 February 2003 (the "Debenture"), created by the Company in favour of Barclays Bank PLC (the "Security Trustee").

Amount secured by the mortgage or charge

Please see schedule 1.

For a definition of terms contained in this Form 395, please see schedule 3.

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

Barclays Bank PLC, 5 The North Collonade, Canary Wharf

Postcode E14 4BB

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

CH LONDON COUNTER
Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

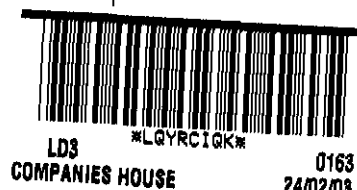
LON-2\1362377\01

Time critical reference

GC/B1227/25806/HAA

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see schedule 2.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

None.

Signed

Attford Chance LLP

Date 24 February 2003

On behalf of [company] [mortgagee/chargee] †

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

† delete as
appropriate

Notes

- 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 and the charge was created 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 and the charge was created 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 situate 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

1362377

Schedules to a Form 395 relating to the Debenture dated 14 February 2003, made by Guinness World Records Limited (0541295) and Barclays Bank PLC.

SCHEDULE 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

In the Debenture the Company has covenanted with the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge all obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture) and/or any Hedging Agreement including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities **Provided** that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law. (the "**Secured Obligations**").

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 Fixed Charges

The Company has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- 1.1.1 the Real Property;
- 1.1.2 the Intellectual Property;
- 1.1.3 any goodwill and rights in relation to the uncalled capital of the Company; and
- 1.1.4 the Investments.

1.2 Assignments

The Company has assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time (subject to obtaining any necessary consent to that assignment from any third party) in all rights and claims in relation to any Assigned Account.

1.3 Floating Charge

The Company has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the Secured Obligations.

1.4 Exceptions to the Security

The security created pursuant to the Debenture shall not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.

2. NEGATIVE PLEDGE

The Debenture contains a negative pledge.

3. **FURTHER ASSURANCE**

The Debenture contains covenants for further assurance.

SCHEDULE 3

DEFINITIONS AND INTERPRETATIONS

"Accession Letter" means a document substantially in the form set out in the Facility Agreement.

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other financial institution and all Related Rights.

"Acquisition Hedging Arrangements" means the foreign currency hedging arrangements entered into on 14 August 2002 between the Original Borrower and Barclays Bank PLC.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with the provisions of the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with the provisions of the Facility Agreement.

"Agent" means Barclays Bank PLC as agent of the Lenders.

"Agent's Spot Rate of Exchange" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"Assigned Account" means the Cash Collateral Account and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee and all Related Rights.

"Available Commitment" means in relation to a Lender the aggregate for the time being of its Available Facility A Commitment, its Available Facility B Commitment and its Available Facility C Commitment.

"Available Facility" means the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"Available Facility A Commitment" means in relation to a Lender at any time and save as otherwise provided herein, its Facility A Commitment less:

- (a) the Base Currency Amount of its participation in any outstanding Facility A Loan and Letters of Credit; and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any Facility A Loans and Letters of Credit that are due to be repaid or prepaid on or before the proposed Utilisation Date.

Other than the Lenders' participation in any Facility A Loans and Letters of Credit that are due to be repaid on or before the proposed Utilisation Date.

"Available Facility B Commitment" means in relation to a Lender at any time and save as otherwise provided herein, its Facility B Commitment less:

- (a) the Base Currency Amount of its participation in any outstanding Facility B Loan; and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any Facility B Loans and that are due to be made on or before the proposed Utilisation Date.

"Available Facility C Commitment" means in relation to a Lender at any time and save as otherwise provided herein, its Facility C Commitment less:

- (a) the Base Currency Amount of its participation in any Facility C Loan; and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any Facility C Loans that are due to be made on or before the proposed Utilisation Date.

"Base Currency" means U.S. dollars.

"Base Currency Amount" means, in relation to a Loan or a Letter of Credit, the amount specified in the Utilisation Request for that Loan or Letter of Credit, or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is:

- (a) in relation to a Utilisation three Business Days before the Utilisation Date, (or, if later, on the date the Agent receives the Utilisation Request); or
- (b) in the case of a renewal or revaluation of a Letter of Credit the later of:
 - (i) the date falling two Business Days before its issue date or any renewal date; or
 - (ii) the most recent L/C Valuation Date;

adjusted to reflect any repayment or prepayment of the Loan, or Letter of Credit, as the case may be.

"Borrower" means the Original Borrower and each Additional Borrower unless it has ceased to be a Borrower in accordance with the provisions of the Facility Agreement.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or

(in relation to any date for payment or purchase of euro) any TARGET Day.

"Cash Collateral" means, in relation to any Letter of Credit or L/C Proportion of a Letter of Credit, a deposit in an interest bearing account or accounts, as the Agent may specify, that deposit and account to be secured in favour of the Security Trustee on terms and conditions acceptable to the Agent.

"Cash Collateral Account" means an interest bearing account with the following details:

Barclays Bank PLC
75 Wall Street
New York
SWIFT Address: BARC US 33
Account: GSU Re: Agency Loans
Account No: 050036211
Reference: GSU/Guinness World Records Cash Collateral

(and any renewal or redesignation thereof) maintained with the Security Trustee by the Company into which the Cash Collateral is paid pursuant to the terms of the Facility Agreement.

"Charged Property" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture.

"Commitment" means the aggregate of Facility A Commitment, Facility B Commitment and Facility C Commitment.

"Facilities" means Facility A, Facility B and Facility C.

"Facility A" means a revolving multicurrency cash advances and Letter of Credit facility made available under the Facility Agreement as described in the Facility Agreement.

"Facility A Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Commitment transferred to it under the Facility Agreement

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Facility A Loan" means a Loan made or to be made by the Lenders under the Facility A.

"Facility Agreement" means the facility agreement dated 25 June 2002 made by the Company, the Agent, the Security Trustee, the Mandated Lead Arranger and the Original Lenders, as amended, varied, novated or supplemented from time to time.

"Facility B" means a multicurrency term facility made available under the Facility Agreement.

"Facility B Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Commitment transferred to it under the Facility Agreement

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Facility B Loan" means a Loan made or to be made by the Lenders under the Facility B.

"Facility C" means a multicurrency term facility made available under the Facility Agreement.

"Facility C Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility C Commitment" in the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement, and
- (b) in relation to any other Lender, the amount of Base Currency of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Facility C Loan" means a Loan made or to be made by the Lenders under the Facility C.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Mandated Lead Arranger and the Original Borrower (or the Agent and the Original Borrower) setting out any of the fees referred to in the Facility Agreement.

"Finance Document" means the Facility Agreement, any Fee Letter, any Accession Letter, any Security Document, any Letter of Credit, any Hedging Agreements, the Acquisition Hedging Arrangements and any other document designated as such by the Agent and the Original Borrower.

"Finance Party" means the Agent, the Mandated Lead Arranger or a Lender.

"Guarantor" means the Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the provisions of the Facility Agreement.

"Hedging Agreement" means any and all interest rate swap and/or interest rate cap and/or foreign currency and/or other hedging agreements entered into or committed to be entered into by any Obligor with a Lender as have from time to time been agreed in writing between the Original Borrower (on its own behalf or on behalf of another Borrower) and the Agent to constitute the Hedging Agreements.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights (including without limitation the intellectual property listed in Schedule 3 of the Debenture).

"Interest Period" means, in relation to a Loan, each period determined in accordance with the provisions of the Facility Agreement and in relation to an Unpaid Sum, each period determined in accordance with the provisions of the Facility Agreement.

"Investment" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit;
- (b) all interests in collective investment schemes;
- (c) and all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"L/C Proportion" means, in relation to a Lender in respect of any Letter of Credit and save as otherwise provided in the Facility Agreement, the proportion (expressed as a percentage) borne by that Lender's Available Commitment to the Available Facility immediately prior to the issue of that Letter of Credit.

"L/C Valuation Date" means the first Business Day which falls six Months after the date the first Letter of Credit is issued pursuant to the Facility Agreement and each day falling at six Monthly intervals after that date.

"Lender" means:

- (a) any Original Lender; and

- (b) any bank or financial institution which has become a Party to the Facility Agreement in accordance with the provisions of the Facility Agreement,

which in each case has not ceased to be a Party to the Facility Agreement in accordance with the terms therein.

"Letter of Credit" means a letter of credit issued or to be issued by the Agent (on behalf of the Lenders) under Facility A substantially in the form set out in the Facility Agreement (in the case of letters of credit) or in such other form requested by the Borrower which is acceptable to the Agent (on behalf of the Lenders).

"Loan" means a Facility A Loan or a Facility B Loan or a Facility C Loan.

"Mandated Lead Arranger" means Barclays Capital.

"Month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

"Obligor" means a Borrower or a Guarantor.

"Original Borrower" means HIT Entertainment PLC, a company incorporated in England and Wales with registered number 02341947.

"Original Guarantor" means HIT Entertainment PLC, a company incorporated in England and Wales with registered number 02341947.

"Original Lender" means those financial institutions party to the Facility Agreement in their capacity as Lenders.

"Party" means a party to the Facility Agreement and includes its successors in title, permitted assignees and permitted transferees.

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 of the Debenture), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Obligations" has the meaning ascribed to it in Schedule 1 to this Form 395.

"Secured Parties" means the Finance Parties and any Receiver.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Documents" means each of the Debentures and the US Security Documents in agreed form and delivered to the Agent together with any other document entered into by an Obligor evidencing a Security for all or any part of the obligations of the Obligors or any of them under the Finance Documents.

"TARGET" means Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

"TARGET Day" means any day on which TARGET is open for the settlement of payments in euro.

"Unpaid Sum" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"US Borrower" means a Borrower whose jurisdiction of incorporation is a state of the United States or the District of Columbia.

"US Guarantor" means a Guarantor whose jurisdiction of incorporation is a state of the United States of America or the District of Columbia.

"US Obligor" means a US Borrower or a US Guarantor.

"US Security Documents" means each security document governed by the laws of the State of New York or any other laws of a state of the USA executed by a US Obligor securing the obligations of the Obligors to the Finance Parties under the Finance Documents.

"Utilisation" means a utilisation of the Facilities.

"Utilisation Date" means the date of a Utilisation, being the date on which the relevant Loan is to be made or the Letter of Credit is to be issued.

"Utilisation Request" means a notice substantially in the form set out in the Facility Agreement.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00541295

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th FEBRUARY 2003 AND CREATED BY GUINNESS WORLD RECORDS LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES OR ANY OF THE OTHER SECURED PARTIES 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 24th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th FEBRUARY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

L.C
J.M.