

CHFP025

Please do not
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Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

Note
Please read the notes
on page 3 before
completing this form.

* insert full name
of company

o insert name(s) and address(es) of all the directors

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

00541295

Name of company

* Guinness World Records Limited

Charles Jerome Caminada, 91 Streathbourne Road, London SW17 8RA, together with Nigel Birrell, 10 Papillons Walk, Blackheath Park, London SE3 9SF; and Robert Ian Lawes, 9 Finlay Street, London SW6 6HE who are making a declaration on the date hereof which together with this declaration is the statutory declaration required by Section 155(6)a of the Companies Act 1985.

† delete as appropriate

§ delete whichever
is inappropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

[illegible][illegible][illegible]

(c) something other than the above\$

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company

The assistance is for the purpose of [that acquisition] (~~XXXXXXXXXXXXXXXXXXXX~~)

XXXXXXXXXXXXXXXXXXXX

The number and class of the shares acquired or to be acquired is: 32,508,704 Ordinary

Shares of 10 pence each.

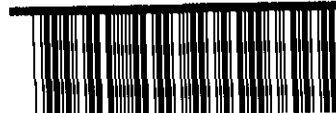
Presentor's name address and reference (if any) :

Olswang
90 High Holborn
London
WC1V 6XX

DX 37972 Kingsway
Ref: MTM/AJC/5111.114/1375177

For official Use
General Section

Post room



A35
COMPANIES HOUSE

0832
20/02/03

The assistance is to be given to: (note 2) HIT Entertainment PLC whose registered office
is at Maple House, 149 Tottenham Court Road, London W1T 7NF

Please do not
write in this
margin

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

The assistance will take the form of:

See Appendix 1.

The person who [has acquired] ~~will acquire~~ the shares is:

† delete as
appropriate

HIT Entertainment PLC

The principal terms on which the assistance will be given are:

See Appendix 2.

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Within 8 weeks of date hereof.

* delete either (a) or (b) as appropriate

(a) ~~XXXX~~ have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)* (note 3)

And I/~~we~~^{XX} make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declarants to sign below

Day Month Year

0	2	1	4	2	0	9	3
---	---	---	---	---	---	---	---

1142003
Felicia Monte

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

FELICIA MONTE
Notary Public, State of New York
No. 01MO4955705
Qualified in Bronx County
Commission Expires Sept. 5, 2005

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

**The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ**

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Company No. 00541295

COMPANIES FORM 155(6)(A)

GUINNESS WORLD RECORDS LIMITED

(the "Company")

This is Appendix 1 to the statutory declaration in Companies form 155(6)(a) made by all the directors of the Company on 14 February 2003. Each capitalised term not otherwise defined shall have the same meaning in Appendix 1 as the Facility Agreement.

Appendix 1

The financial assistance given by the Company will take the form of:

1. The execution, delivery and performance by the Company of a Debenture in favour of Barclays Bank PLC ("**Barclays**"), as Security Trustee under which the Company charges and mortgages the whole of its property, undertaking and assets (including by way of fixed and floating charge) as security for the Secured Obligations.
2. The execution, delivery and performance by the Company of an accession letter (the "**Accession Letter**") pursuant to the terms of which the Company accedes to the facility agreement between HIT Entertainment PLC ("HIT"), Barclays Capital as Mandated Lead Arranger and Barclays in its capacity as Agent and Security Trustee dated 25 June 2002 (as amended and restated from time to time) (the "**Facility Agreement**") under which the Company would, amongst other things, guarantee the obligations of each Borrower to the Finance Party.
3. By the performance of any other acts or the execution of any other documents, ancillary or otherwise relating to the above documents. Unless the contrary intention appears, terms defined in this document have the same meaning as in the Facility Agreement.

A handwritten signature in black ink, consisting of a large, stylized capital 'G' followed by a capital 'L' and a capital 'M'.

Company No. 00541295

COMPANIES FORM 155(6)(A)

GUINNESS WORLD RECORDS LIMITED

(the "Company")

This is Appendix 2 to the statutory declaration in Companies form 155(6)(a) made by all the directors of the Company on 14 February 2003. Each capitalised term not otherwise defined shall have the same meaning in Appendix 2 as the Facility Agreement.

Appendix 2

The principal terms on which the financial assistance by the Company will be given are:

1. By executing the Accession Letter, the Company accedes to the Facility Agreement as an Additional Guarantor and irrevocably and unconditionally jointly and severally:
 - 1.1 guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents and undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor;
 - 1.2 indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover;
 - 1.3 makes the representations and warranties contained in Clause 22 (*Representations*) of the Facility Agreement; and
 - 1.4 gives the undertakings contained Clause 25 (*General Undertakings*) of the Facility Agreement.
2. By executing the Debenture, the Company:
 - 2.1 covenants with the Security Trustee as trustee for the Secured Parties that it shall on demand by 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 and/or and 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 liability

Handwritten signature and initials in the bottom right corner of the page.

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.

- 2.2 charges 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 hereof shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
- (a) the Real Property;
 - (b) the Intellectual Property;
 - (c) any goodwill and rights in relation to the uncalled capital of the Company; and
 - (d) the Investments.
- 2.3 assigns 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.
- 2.4 charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties as security for 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.
- 2.5 it covenants that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
- (a) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property including without limitation but for the avoidance of doubt, any mortgage, charge or assignment supplemental to the Debenture for the purpose of registration with HM Land Registry of any security created or intended to be created in respect of the Real Property) or for the exercise of the Collateral Rights;
 - (b) to confer on the Security Trustee security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or

similar to the security intended to be conferred by or pursuant to the Debenture; and/or

- (c) to facilitate the realisation of the Charged Property.
- 2.6 it undertakes that it shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to the Debenture.
- 2.7 it undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property other than as permitted pursuant to the Facility Agreement.
- 2.8 it undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as permitted pursuant to the Facility Agreement or as permitted below:
- (a) execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property;
 - (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;
 - (c) (i) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (ii) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Trustee to exercise any of the Collateral Rights; or
 - (d) assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Trustee, or the credit balance standing to any such Account shall be capable of assignment or other disposal.
- 2.9 give a number of general undertakings and agree to indemnify the Security Trustee against certain costs, claims, expenses and liabilities.

The following definitions shall apply to Appendix 2:

"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.

"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.

"Cash Collateral Account" means an interest bearing account (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.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or by law.

"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).

"Investments" 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).

"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" means all obligations covenanted to be discharged by the Company in paragraph 2.1 above and Clause 2.1 (*Covenant to Pay*) of the Debenture.

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

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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00541295

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* Guinness World Records Limited

* insert full name
of company

o insert name(s) and
address(es) of all
the directors

XWe o Nigel Birrell, 10 Papillons Walk, Blackheath Park, London SE3 9SF;
and Robert Ian Lawes, 9 Finlay Street, London SW6 6HE, together with
Charles Jerome Caminada, 91 Streathbourne Road, London SW17 8RA who
is making a declaration on the date hereof which together with this
declaration is the statutory declaration required by Section 155(6)a
of the Companies Act 1985.

† delete as
appropriate

§ delete whichever
is inappropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

~~(a) that of a (recognised bank) (licensed institution) within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 31A of the Financial Services Act 1986 as a~~

~~regulated person in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~company~~ [company's holding company] _____

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred by the~~

~~company in connection with the acquisition]~~

The number and class of the shares acquired or to be acquired is: 32,508,704 Ordinary

Shares of 10 pence each.

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

Olswang
90 High Holborn
London
WC1V 6XX

For official Use
General Section

Post room

The assistance is to be given to: (note 2) HIT Entertainment PLC whose registered office
is at Maple House, 149 Tottenham Court Road, London W1T 7NF.

Please do not
write in this
margin

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

The assistance will take the form of:

See Appendix 1.

The person who [has acquired] ~~will acquire~~ the shares is:

† delete as
appropriate

HIT Entertainment PLC

The principal terms on which the assistance will be given are:

See Appendix 2.

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

Please do not write in this margin

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

* delete either (a) or (b) as appropriate

☒ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ☒ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~* (note 3)

And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Maple House
149 Tottenham Court Rd
London W1T 7NF Declarants to sign below

Day Month Year
on

1	4	0	2	2	0	0	3
---	---	---	---	---	---	---	---

before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
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CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Company No. 00541295

COMPANIES FORM 155(6)(A)

GUINNESS WORLD RECORDS LIMITED

(the "Company")

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Appendix 1

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1. The execution, delivery and performance by the Company of a Debenture in favour of Barclays Bank PLC ("**Barclays**"), as Security Trustee under which the Company charges and mortgages the whole of its property, undertaking and assets (including by way of fixed and floating charge) as security for the Secured Obligations.
2. The execution, delivery and performance by the Company of an accession letter (the "**Accession Letter**") pursuant to the terms of which the Company accedes to the facility agreement between HIT Entertainment PLC ("HIT"), Barclays Capital as Mandated Lead Arranger and Barclays in its capacity as Agent and Security Trustee dated 25 June 2002 (as amended and restated from time to time) (the "**Facility Agreement**") under which the Company would, amongst other things, guarantee the obligations of each Borrower to the Finance Party.
3. By the performance of any other acts or the execution of any other documents, ancillary or otherwise relating to the above documents. Unless the contrary intention appears, terms defined in this document have the same meaning as in the Facility Agreement.

Company No. 00541295



COMPANIES FORM 155(6)(A)

GUINNESS WORLD RECORDS LIMITED

(the "Company")

This is Appendix 2 to the statutory declaration in Companies form 155(6)(a) made by all the directors of the Company on 14 February 2003. Each capitalised term not otherwise defined shall have the same meaning in Appendix 2 as the Facility Agreement.

Appendix 2

The principal terms on which the financial assistance by the Company will be given are:

1. By executing the Accession Letter, the Company accedes to the Facility Agreement as an Additional Guarantor and irrevocably and unconditionally jointly and severally:
 - 1.1 guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents and undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor;
 - 1.2 indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover;
 - 1.3 makes the representations and warranties contained in Clause 22 (*Representations*) of the Facility Agreement; and
 - 1.4 gives the undertakings contained Clause 25 (*General Undertakings*) of the Facility Agreement.
2. By executing the Debenture, the Company:
 - 2.1 covenants with the Security Trustee as trustee for the Secured Parties that it shall on demand by 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 and/or and 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 liability

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.

- 2.2 charges 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 hereof shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
- (a) the Real Property;
 - (b) the Intellectual Property;
 - (c) any goodwill and rights in relation to the uncalled capital of the Company; and
 - (d) the Investments.
- 2.3 assigns 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.
- 2.4 charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties as security for 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.
- 2.5 it covenants that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
- (a) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property including without limitation but for the avoidance of doubt, any mortgage, charge or assignment supplemental to the Debenture for the purpose of registration with HM Land Registry of any security created or intended to be created in respect of the Real Property) or for the exercise of the Collateral Rights;
 - (b) to confer on the Security Trustee security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or

similar to the security intended to be conferred by or pursuant to the Debenture; and/or

(c) to facilitate the realisation of the Charged Property.

- 2.6 it undertakes that it shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to the Debenture.
- 2.7 it undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property other than as permitted pursuant to the Facility Agreement.
- 2.8 it undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as permitted pursuant to the Facility Agreement or as permitted below:
- (a) execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property;
 - (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;
 - (c) (i) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (ii) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Trustee to exercise any of the Collateral Rights; or
 - (d) assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Trustee, or the credit balance standing to any such Account shall be capable of assignment or other disposal.
- 2.9 give a number of general undertakings and agree to indemnify the Security Trustee against certain costs, claims, expenses and liabilities.

The following definitions shall apply to Appendix 2:

"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.

"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.

"Cash Collateral Account" means an interest bearing account (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.

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"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).

"Investments" 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).

"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" means all obligations covenanted to be discharged by the Company in paragraph 2.1 above and Clause 2.1 (*Covenant to Pay*) of the Debenture.

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

PricewaterhouseCoopers

1 Embankment Place
London WC2N 6RH
Telephone +44 (0) 20 7583 5000
Facsimile +44 (0) 20 7822 4652

The Directors
Guinness World Records Limited
Stoneham Gate
Stoneham Lane
Eastleigh
Hampshire
SO50 9NW

14 February 2003

Dear Sirs

Auditors' report to the directors of Guinness World Records Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Guinness World Records Limited ('the Company') dated 14 February 2003 in connection with the proposal that the Company should give financial assistance for the purchase of 32,508,704 of the ordinary shares of the Company's holding company, Gullane Entertainment Limited.

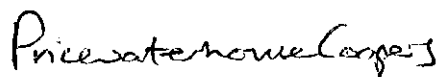
Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors