

# 155(6)a

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

Company number

T	-	T	-	T	-
I		I		I	
L	-	L	-	L	-

0541295

Name of company

\* Guinness World Records Limited

X/Wed See annexure 1

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

~~XXXXXXXXXXXX~~ [all the directors]<sup>†</sup> 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 Gullane Entertainment Limited

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

The number and class of the shares acquired or to be acquired is: see annexure 2

Simpson Thacher & Bartlett  
LLP, Citypoint, One  
Ropemaker Street, London,  
EC2Y 9HU

For official Use  
General Section

Post room



A40  
COMPANIES HOUSE

0570  
06/09/05

The assistance is to be given to: (note 2) HIT Entertainment Limited

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 annexure 3

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

† delete as  
appropriate

HIT Entertainment Limited

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

see annexure 4

The amount of cash to be transferred to the person assisted is £ see annexure 5

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 today

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 the~~  
~~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)~~

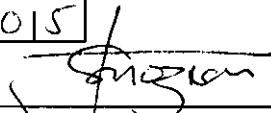
And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at MAPLE HOUSE, 149 TOTTENHAM  
COURT RD, LONDON W1T 7NF

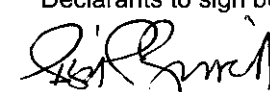


Declarants to sign below

Day Month Year  
on 

2	5	0	8	2	0	0	5
---	---	---	---	---	---	---	---

  
before me 

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.
- 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

**FORM 155(6)A**  
**GUINNESS WORLD RECORDS LIMITED**  
**Company Number 0541295**  
**Annexure 1 to Form 155(6)(a)**

The names and addresses of the directors of the Company are:

Bruce Steinberg  
58 Frogna  
London  
NW3 6XG

Jim Weight  
11 Courtney Place  
Cobham  
Surrey  
KT11 2BE

Nigel Birrell  
40 St. John's Park  
Blackheath  
London  
SE3 7JH

**FORM 155(6)A**  
**GUINNESS WORLD RECORDS LIMITED**  
**Company Number 0541295**  
**Annexure 2 to Form 155(6)(a)**

32,508,704 ordinary shares of 2 pence each in the share capital of Gullane Entertainment Limited (the "**Gullane Shares**")

**FORM 155(6)A**  
**GUINNESS WORLD RECORDS LIMITED**  
**Company Number 0541295**  
**Annexure 3 to Form 155(6)(a)**

It is proposed that, amongst others, Sunshine Acquisition Limited, HIT Entertainment, Inc. ("**U.S. NewCo**"), Deutsche Bank AG, New York Branch as administrative agent, Deutsche Bank Securities Inc. and Merrill Lynch Pierce, Fenner and Smith Incorporated as arrangers and the banks and financial institutions identified as lenders from time to time thereunder (the "**Second Lien Lenders**") will enter into an approximately US \$ 175 million second-lien credit agreement ("**Second Lien Credit Agreement**") in order to re-finance indebtedness originally incurred for the purpose of the acquisition of the HIT Shares under the £95 million bridge credit agreement dated 20 March 2005, as amended, between amongst others, Deutsche Bank AG, New York Branch as administrative agent, Deutsche Bank Securities Inc. and Merrill Lynch Pierce, Fenner and Smith Incorporated as arrangers and the banks and financial institutions identified as lenders from time to time thereunder (the "**Bridge Credit Agreement**"),

The Company will give financial assistance in the form of the execution, delivery and performance by the Company of its obligations under:

1. **Second Lien Credit Agreement:**

The Second Lien Credit Agreement will contain guarantees and indemnities granted by the Company to the Second Lien Lenders providing US Newco with the facility under the Second Lien Credit Agreement.

2. **Debenture:**

Fixed and floating charges will be granted by the Company in favour of Deutsche Bank AG, New York Branch as administrative agent ("**Administrative Agent**") under the provisions of a debenture (the "**Second Lien Debenture**") over all its assets and undertaking (other than existing real estate) present and future by way of security for (inter alia) its obligations and liabilities of any nature of each Obligor (as defined in the Second Lien Debenture) due or owing or incurred under the Finance Documents (as defined in the Debenture) under those of the guarantees and indemnities referred to in paragraph 1 above which relate to the Second Lien Credit Agreement.

3. **Amendment to the senior credit agreement dated 20 March 2005, between amongst others, the Company, HIT Entertainment Limited, U.S. NewCo, Sunshine Acquisition Limited, Deutsche Bank Securities Inc. and Merrill Lynch , Pierce, Fenner and Smith Incorporated as arrangers and Merrill Lynch Capital Corporation as administrative agent and the banks and financial institutions identified as lenders from time to time thereunder (the "Senior Lenders") ("Senior Credit Agreement"):**

Amongst others, the Company, HIT Entertainment Limited, U.S. NewCo, Sunshine Acquisition Limited and the Senior Lenders will enter into an amendment agreement to facilitate the execution of the Second Lien Credit Agreement.

4. **Intercreditor Agreement**

Amongst others, the Company, HIT Entertainment Limited, U.S. NewCo and Sunshine Acquisition Limited will enter into an intercreditor agreement with, Merrill Lynch Capital Corporation as first lien collateral agent and Deutsche Bank AG, New York Branch as second lien collateral agent (the "**Inter-creditor Agreement**") pursuant to which the parties agree amongst other things that the priority between the senior and second lien facilities be regulated.

5. **Amendment to the intra-group facility agreement dated 1 June 2005 between HIT Entertainment Limited and certain subsidiaries of HIT Entertainment Limited (as lenders) and Sunshine Acquisition Limited (as borrower) ("Intra-Group Facility Agreement")**

The Company, HIT Entertainment Limited, certain of its Subsidiaries and Sunshine Acquisition Limited will enter into an amendment agreement to the Intra-Group Facility Agreement to fund any amounts payable by Sunshine Acquisition Limited to U.S. NewCo in order for U.S. NewCo to repay amounts borrowed under the Second Lien Credit Agreement.

6. **Accession Deed between *inter alia* the Company, HIT Entertainment Finance Limited and Merrill Lynch Capital Corporation as administrative agent (the "Debenture**

**Accession”) to the first lien debenture dated 1 June 2005 between the *inter alia* the Company and Merrill Lynch Capital Corporation as administrative agent (the “First Lien Debenture”)**

Amongst others, the Company, HIT Entertainment Limited and Merrill Lynch Capital Corporation will enter into the Debenture Accession to enable HIT Entertainment Finance Limited to become a party to the First Lien Debenture and thereby provide security over its assets in favour of Merrill Lynch Capital Corporation in respect of the Senior Credit Agreement.

**FORM 155(6)A  
GUINNESS WORLD RECORDS LIMITED  
Company Number 0541295  
Annexure 4 to Form 155(6)(a)**

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

**1. Guarantees in the Second Lien Credit Agreement**

The guarantees and indemnities referred to in paragraph 1 of Annexure 3 are recorded in Sections 8.01 of the Second Lien Credit Agreement pursuant to which the Company jointly and severally with other members of the group of companies of which it is a member:

- (a) as principal obligor guarantees payment of monies owing (and performance of obligations undertaken) to the Second Lien Lenders under the Loan Documents (as defined in the Second Lien Credit Agreement);
- (b) agrees to indemnify the Second Lien Lenders for any loss or liability suffered by any of them as a result of (amongst other things) any obligation owed to them under the Loan Documents (as defined thereunder) not being paid or performed on its due date;
- (c) agrees that its guarantee and indemnity obligations will not be affected by (amongst other things) any act, circumstance, omission, matter or thing which would otherwise reduce, release or prejudice any of such obligations or prejudice or diminish such obligations;
- (d) in specified circumstances agrees that any Second Lien Lender set off any obligation owed by the Company to the Second Lien Lender against any obligation (whether or not due and payable) owed by that Second Lien Lender to the Company.

**2. Debenture**

The security referred to in paragraph 2 of Annexure 3 is to be created by the Company executing the Second Lien Debenture in favour of Deutsche Bank AG, New York as the Administrative Agent for the Second Lien Lenders. By entering into the Debenture, the Company will (amongst other things):

- (a) as primary obligor, covenant with the Administrative Agent that it will pay or discharge all outstandings under the Second Lien Credit Agreement;

- (b) as beneficial owner and with full title guarantee, charge in favour of the Administrative Agent all its assets and undertakings excluding existing real estate by way of fixed charge and provides a floating charge over all its assets, by way of security for the payment, discharge and performance of such outstandings;
- (c) undertake to, at its own expense, execute and do all such assurances, acts and things as the Administrative Agent may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby; and
- (d) in specified circumstances permit the Administrative Agent and each Second Lien Credit Agreement to set off any obligation due and payable by the Company to the Administrative Agent or the Second Lien Lender against any obligation (whether or not due and payable) owed by the Administrative Agent or such Second Lien Lender (as the case may be) to the Company.

3. **Senior Amendment**

By executing the Senior Amendment referred to in paragraph 3 of Annexure 3, the Company is facilitating the performance of its obligations under the Second Lien Credit Agreement (including, but not limited to the guarantees and indemnity referred to in paragraph 1 of Annexure 4).

4. **Intercreditor Agreement**

By executing the Intercreditor Agreement referred to in paragraph 4 of Annexure 3, the Company acknowledges the arrangement between the Loan Parties (as defined therein) which regulates amongst other things the ability of the Company to make certain payments to the subordinated lenders and the ranking of claims between the Senior Lenders and the Second Lien Lenders. Additionally, the Company agrees *inter alia*:

- (a) until the discharge of the obligations under the Senior Credit Agreement, not to grant any security in favour of the Second Lien Lenders, unless such security is also granted to the Senior Lenders;
- (b) not to grant any security in favour of the Senior Lenders, unless such security is also granted to Second Lien Lenders.
- (c) to co-operate with the Senior Lenders and the Second Lien Lenders in relation to the collateral granted to them and to ensure that the collateral granted to the Senior Lenders and Second Lien Lenders are similar in all material respects.

5. **Amendment to the Intra-Group Facility Agreement**

The Company has committed to loan up to US \$ 250,000,000 to Sunshine Acquisition Limited for the purposes of it being applied to pay any indebtedness incurred by Sunshine Acquisition Limited to U.S. NewCo. By signing the amendment agreement to the Intra-Group Facility Agreement referred to in paragraph 5 of Annexure 3, the Company agrees to the changes necessary to facilitate the payment of any amounts from Sunshine Acquisition Limited to U.S. NewCo as a result of the execution of the Second Lien Credit Agreement.

**FORM 155(6)A**  
**GUINNESS WORLD RECORDS LIMITED**

**Company Number 0541295**  
**Annexure 5 to Form 155(6)(a)**

Cash to be transferred at the time of giving the financial assistance is nil. However cash may be payable under the Intra-Group Facility Agreement (as amended), upto a maximum of US \$ 250,000,000 in the event that Sunshine Acquisition Limited draws amounts under such agreement.

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

The Directors  
Guinness World Records Limited  
Maple House  
149 Tottenham Court Road  
London  
W1T 7NF

25 August 2005

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 25 August 2005 in connection with the proposal that the Company should give financial assistance for the purchase of the ordinary shares of the Company's holding company, Gullane Entertainment Limited, by HIT Entertainment Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

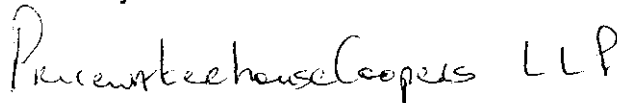
**Basis of opinion**

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 LLP  
Chartered Accountants and Registered Auditors