



Declaration in relation to assistance for the acquisition of shares

155(6)a

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

Company number

Name of company

* BLOOM MARTIN LIMITED

~~XWe~~ DANIEL BROCH OF 25 HURST AVENUE, LONDON, N6 5TX AND ALEX BRICK OF 12 THE BISHOPS AVENUE, LONDON, N2 0AN

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

~~XXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that
The business of the company is

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~XXXXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] XXXXXXXXXX b6
XXXXXXXXXX b7C

XXXXXX +

The number and class of the shares acquired or to be acquired is 1,545,000 ORDINARY SHARES OF
£0.10 EACH

Presentor's name address and
reference (if any)
Salans
Millennium Bridge House
2 Lambeth Hill
London
EC4V 4AJ

196 London/Chancery Lane

For official Use
General Section

WEDNESDAY



A16	02/04/2008	349
COMPANIES HOUSE		
A22	22/03/2008	151
COMPANIES HOUSE		

The assistance is to be given to (note 2) EVERYMAN MEDIA LIMITED
STUDIO 3, 2 DOWNSHIRE HILL, HAMPSTEAD, LONDON NW3 1NR

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 A

The person who ~~will acquire~~ (will acquire) † the shares is

† delete as
appropriate

EVERYMAN MEDIA LIMITED

The principal terms on which the assistance will be given are

SEE ANNEXURE B

The amount of cash to be transferred to the person assisted is £ 11,292,000

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 eight weeks of the date hereof

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

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

(a) [I/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)

[illegible]

Declared at

33 Cannon Street, London


~~Declarants to sign below~~

Day Month Year
on 14 03 2018

before me Martha J C Kalle

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

Declarants to sign below



A large, stylized handwritten signature in black ink, written over the 'Declarants to sign below' text. The signature is highly cursive and loops around the text.

- 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

Bloom Martin Limited
Company No 01345759

Form 155(6) a

Continuation sheet page 1

Daniel Broch

25 Hurst Avenue
London
N6 5TX

Alex Brick

12 The Bishops Avenue
London N2 0AN

Handwritten signature and initials in the bottom right corner. The signature appears to be 'AP' with a large flourish.

BLOOM MARTIN LIMITED

Company No 01345759

Annexure A – Form 155(6)a

Reference to a document or an agreement means that document or agreement as amended from time to time

In this Statutory Declaration (including Annexures A & B) the following expression shall have the following meanings

"Bank"	Royal Bank of Scotland plc of 36 St Andrew Square, Edinburgh, EN2 2YB,
"Borrower"	Everyman Media Group Limited (registered number 06018629) whose registered office is Studio 3, 2 Downshire Hill, Hampstead, London NW3 1NR,
"Company"	Bloom Martin Limited (registered no 01345759) whose registered office is 37 Museum Street, London WC1A 1LQ,
"the Debenture"	the debenture to be entered into by (1) the Company, in favour of (2) the Bank,
"Facilities"	facilities to be granted to the Borrower by the Bank pursuant to the Facility Agreements,
"Facility Agreements"	the loan agreements to be entered into between (1) the Borrower and (2) the Bank,
"Group"	the Borrower, the Purchaser, the Company and the Subsidiaries,
"the Inter-Company Guarantee"	the inter-company guarantee to be entered into by (1) the Purchaser, (2) the Borrower, (3) the Company and (4) the Subsidiaries in favour of (5) the Bank,
"the Intra Group Loan Agreement"	the intra group loan agreement to be entered into between (1) the Purchaser, (2) the Company, and (3) the Subsidiaries,
"Purchaser"	Everyman Media Limited (registered no 03883018), with its registered office at Studio 3, 2 Downshire Hill, Hampstead, London NW3 1NR,
"Subsidiaries"	Bloom Theatres Limited (registered no 00485944) and Mainline Pictures Limited (registered no 00390587) whose registered offices are at 37 Museum Street, London



WC1A 1LQ

The assistance will take the form of the following

1 1 Guarantees

By executing and delivering the Inter-Company Guarantee, guarantees and indemnities will be granted by the Company in favour of the Bank who is providing the Borrower with Facilities made available under the Facility Agreements

1 2 Security

By executing and delivering the Debenture, fixed and floating charges will be granted by the Company over all of its assets and undertaking present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1 1 above

1 3 Upstream Loan Facility

An intra-group loan facility granted by the Company and the Subsidiaries in favour of the Purchaser pursuant to the Intra-Company Loan Agreement

This is Annexure A referred to in Form 155(6)a declared by the directors of the Company on *14th MARCH* 2008



Solicitor



BLOOM MARTIN LIMITED

Company No 01345759

Annexure B – Form 155(6)a

All capitalised terms in this Annexure B shall have the meanings given to them in Annexure A

1 1 Guarantees

The guarantees and indemnities referred to in paragraph 1 1 of Annexure A are recorded in clause 1 of the Inter-Company Guarantee and by the execution and delivery of the Inter-Company Guarantee the Company jointly and severally with other members of the group of companies of which it is a member

- (a) as principal obligor guarantees to discharge on demand all liabilities to the Bank of any member of the Group,
- (b) agrees to indemnify the Bank for any loss or liability suffered by it as a result of (amongst other things) any obligation owed to it by any member of the Group not being paid or performed on its due date,
- (c) agrees that its guarantees 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) agrees that the Bank may set off any obligation owed by the Company to the Bank against any obligation (whether or not due and payable) owed by the Bank to the Company

1 2 Security

The security referred to in paragraph 1 2 of Annexure A is to be created by the Company executing and delivering the Debenture whereby the Company will (amongst other things)

- (a) as primary obligor, covenant with the Bank that it will pay or discharge on demand all liabilities to the Bank of any kind,
- (b) with full title guarantee, charge in favour of the Bank all its assets and undertakings by way of fixed and/or floating charges and/or assignment by way of security for the payment, discharge and performance of such outstandings, and
- (c) undertake to, at its own expense, execute any deed or document and take any action required by the Bank to perfect the security intended to be created by the Debenture over the assets secured thereby

1 3 Upstream Loan

By executing the Intra Group Loan Agreement referred to in paragraph 1 3 of Annexure A, the Company together with the Subsidiaries, will make available to the Purchaser a revolving loan facility of up to £11,292,000 in aggregate to be used by



the Purchaser to make payments when due to (among others) the Borrower but on the basis that the Company will only be obliged to make advances under the Intra Group Loan Agreement if, inter alia, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement

This is Annexure B referred to in Form 155(6)a declared by the directors of the Company on
14TH MARCH 2008

Martha J Croll

Solicitor

AM
AB



BDO Stoy Hayward LLP
Corporate Finance

8 Baker Street London W1U 3LL
Telephone +44 (0)20 7486 5888
Facsimile +44 (0)20 7487 3686
DX 9025 West End W1
Web site www.bdo.co.uk

The Directors
Bloom Martin Limited
37 Museum Street
London
WC1A 1LQ

14 March 2008

Dear Sirs

Independent auditors' report to the directors of Bloom Martin Limited (the "Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of the Company dated 14 March 2008 in connection with the proposal that the Company's subsidiary undertaking, Bloom Theatres Limited, should give financial assistance for the purchase of entire share capital of the Bloom Martin Limited

Our report has been prepared pursuant to the requirements of section 156(4) of the Companies Act 1985 and for no other purpose. No person is entitled to rely on this report unless such a person is a person entitled to rely upon this report by virtue of and for the purpose of section 156(4) of the Companies Act 1985 or has been expressly authorised to do so by our prior written consent. Save as above, we do not accept responsibility for this report to any other person or for any other purpose and we hereby expressly disclaim any and all such liability

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

BDO Stoy Hayward LLP
Chartered Accountants and Registered Auditors