



Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

Report name(s) and address(es) of all the directors

01345759

* BLOOM MARTIN LIMITED

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

§ delete whichever
is inappropriate

~~(b)(3)(D) Director~~ [all the directors] † of the above company (hereinafter called 'this company') do solemnly and sincerely declare that

The business of this company is

(a) ~~that of a recognized bank, licensed institution, or other financial institution, or~~

(b) XXXXXXXXXXXXXXXXXXXXXXXXXX Section 3 or 4 of the Insurance Company Act, 1982 XXXXXXXXXXXXXXXXXXXX

[illegible]

(c) something other than the above §

This company is [the] ☒ holding company of* BLOOM THEATRES LIMITED (COMPANY NUMBER
00485944) which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____]

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

For official Use
General Section

WEDNESDAY



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Please do not
write in this
margin

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

~~X~~We have formed the opinion, as regards this 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)

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

And ~~X~~we 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
on 14 03 2008

~~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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB**

Bloom Martin Limited
Company No 01345759

Form 155(6) b

Continuation sheet page 1

Daniel Broch

25 Hurst Avenue
London
N6 5TX

Alex Brick

12 The Bishops Avenue
London N2 0AN

A handwritten signature in black ink, consisting of a stylized 'A' followed by a series of loops and a final flourish.

BLOOM MARTIN LIMITED

Company No 01345759

Annexure A – Form 155(6)b

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,
"Bloom Theatres"	Bloom Theatres Limited (registered no 00485944) whose registered office is at 37 Museum Street, London WC1A 1LQ,
"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 dated 20 July 1992 granted by (1) Bloom Theatres, 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,
"Mainline Pictures"	Mainline Pictures Limited (registered no 00390587) whose registered office is at 37 Museum Street, London WC1A 1LQ,

"Purchaser"

Everyman Media Limited (registered no 03883018), with its registered office at Studio 3, 2 Downshire Hill, Hampstead, London NW3 1NR,

"Subsidiaries"

Bloom Theatres and Mainline Pictures

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 Bloom Theatres 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 have been granted by Bloom Theatres 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. The Debenture is to remain in place as security following the re-financing pursuant to the Loan Agreements

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)b declared by the directors of the Company on 14th MARCH 2008

Martha JCRoll
Solicitor

BLOOM MARTIN LIMITED

Company No 01345759

Annexure B – Form 155(6)b

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 Bloom Theatres 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 has been created by Bloom Theatres executing and delivering the Debenture whereby Bloom Theatres (amongst other things)

- (a) as primary obligor, covenants with the Bank that it will pay or discharge on demand all liabilities to the Bank of any kind,
- (b) with full title guarantee, charges 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) undertakes 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

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the Purchaser to make payments when due to (among others) the Borrower but on the basis that Bloom Theatres will only be obliged to make advances under the Intra Group Loan Agreement if, inter alia, it has the cash resources and Bloom Theatres 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)b declared by the directors of the Company on
14TH MARCH 2008

Martha J Croll

Solicitor

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