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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHWP000

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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3788487

Name of company

* Brightstone Properties (Birkenhead) Limited

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

* insert full name
of company

I/we ~~ø~~ Tony Minton of 3 Guillemot Place Clarendon Rd London N22 6XG

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

† delete as
appropriate

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

The business of the company is:

§ delete whichever
is inappropriate

- (a) ~~that of a [recognised bank] [licensed institution]~~† within the meaning of the Banking Act 1979§
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business 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]~~

~~Limited~~†

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

The number and class of the shares acquired or to be acquired is: ~~500~~ ⁵⁰ A Ordinary Shares of £1 each,
⁵⁰ ~~500~~ B Ordinary Shares of £1 each, and 700,000 cumulative redeemable preference shares of £1 each

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

Barker Gillette LLP
11-12 Wigmore Place
London W1U 2LU
(ref JFG)

For official Use (10/03)
General Section

Post room



The assistance is to be given to: (note 2) The Lynx Property Co Limited a company registered in England
with company no 2270574 whose registered office is at Accounting Direct Clevedon House 453 High Rd
London N22 8JD

Please do not
write in
this margin

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

The assistance will take the form of:

See attached Rider A

The person who ^{will acquire} ~~has acquired~~ ~~will acquire~~† the share is:

† delete as
appropriate

The Lynx Property Co Limited a company registered in England with company no 2270574 whose
registered office is at Accounting Direct Clevedon House 453 High Rd London N22 8JD

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

See attached Rider B

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 31st January 2006

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

I/~~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) [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)

(b) [~~It is intended to commence the winding up of the company within 12 months of that date, and I/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 I/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 19 Cavendish Square
London W1

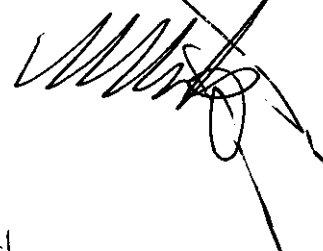
Day Month Year
on

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before me Samantha Rumbold

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



Howard Kennedy
Cavendish Square
London W1A 2AW

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

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

SECTION 155 - STAT DEC - RIDERS A and B

RIDER A - to form 155(6)(a) in relation to Brightstone Properties (Birkenhead) Limited (Company No. 3788487)

The form of assistance

Following the sale of all the issued share capital of the Company ("the Acquisition") to the Lynx Property Co Ltd ("Lynx"), the Governor and Company of the Bank of Ireland ("the Lender") proposes pursuant to a Facility Agreement dated 31 January 2006 ("the Facility Agreement") to make a Loan facility available to Lynx of up to £8,500,000.00 ("the Loan") to finance the Acquisition and to pay monies to the Company to enable it to redeem the existing charge over the Company's property at the Warner Cinema Complex at Birkenhead ("the Property"). The assistance will take the form of security provided by the Company to the Lender in the form of :

- (a) the Company entering into an intercompany cross-guarantee ("the guarantee") with the Lender under which it will guarantee all of the obligations of Lynx and of other companies referred to in the guarantee to the Lender from time to time together with all costs incurred;
- (b) the Company entering into a debenture ("the debenture") under which it will grant a fixed and floating charge over all its undertakings as its property and revenue both present and future in favour of the Lender securing the obligations of the Company under the guarantee;
- (c) the Company entering into a legal charge ("the legal charge") under which it will grant a first legal charge over the property in favour of the Lender securing the obligations of the Company under the guarantee.

RIDER A – to form 155(6)(a) in relation to Brightstone Properties (Birkenhead) Limited
(Company No. 3788487) (continued)

- (d) the Company entering into a loan agreement with Lynx under which the Company shall make available various sums by way of loan for the purpose of assisting Lynx in repaying various obligations of Lynx to the Lender;
- (e) the Company entering into a loan agreement with Lynx under which Lynx shall make available various sums by way of loan for the purpose of enabling the Company to redeem the existing charge over the Property,
- (f) the Company entering into a deed of assignment of rent with the Lender in respect of the Company's property at the Warner Multiplex Cinema Birkenhead as security for secured obligations including the obligations of Lynx to the Lender;

RIDER B – to form 155(6)(a) in relation to Brightstone Properties (Birkenhead) Limited
(Company No. 3788487)

1. In this Rider unless the context otherwise requires:

Facilities

Means any Loans, advances, credit, financial accommodation or any other facilities whatsoever made available by the Lender to Lynx whether on its own or with any other person;

Indebtedness

Means all monies and liabilities now or in the future due owing or incurred by Lynx to the Lender.

Rights

Means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever (including, without limitation, all its rights title and interest in any Leasehold interests or other occupational rights from time to time in respect of the property charged by the Legal Charge, agreement for any leasehold interests or occupational rights and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the property charged by the Legal Charge (including the Property)).

2. In the Guarantee, the Company:

- (a) guarantees all of the obligations of Lynx and of other companies referred to in the guarantee to the Lender from time to time together with all costs incurred ;
- (b) agrees that if any purported obligation or liability of Lynx which would have been the subject of the guarantee had it been valid and enforceable

is not and is or becomes void, voidable, invalid or unenforceable against Lynx on any grounds whatsoever whether or not known to the Lender the Company shall nevertheless be liable to the Lender in respect of that purported obligation or liability as if the same were fully valid and enforceable and Lynx was the principal debtor in respect of such purported obligation and liability;

- (c) agrees to indemnify and keep indemnified on demand the Lender against all damages losses costs charges and expenses arising from any failure of Lynx to perform or discharge any purported obligation or liability of Lynx which would have been the subject of the guarantee had it been valid and enforceable.

3.1 The principal terms of the Debenture are that the Company agrees that it will on the date when payment or discharge becomes due:

- (i) pay to the Lender all sums of money which the Company may now or at any time in the future owe to the Lender; and
- (ii) discharge all liabilities which the Company may now or at any time in the future owe to the Lender

(together, "the Secured Obligations").

3.2 The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 3.1 shall include:

- 3.2.1 sums and liabilities due or owing by the Company alone and/or jointly with any other person;

- 3.2.2 sums and liabilities owed as guarantor, indemnifier or security giver for any other person;
 - 3.2.3 sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Lender;
 - 3.2.4 sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Lender;
 - 3.2.5 sums and liabilities owed on current or any other account.
- 3.3 The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 3.1 shall also include:
- 3.3.1 Interest as the same is defined in the Debenture; and
 - 3.3.2 Costs as the same is defined in the Debenture.
- 3.4 As security for the payment and discharge of the Secured Obligations and all other sums and liabilities owed under the Debenture the Company with full title guarantee charges to the Lender:
- 3.4.1 All the freehold or leasehold property described in the First Schedule to the Debenture (the Property) and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon.
 - 3.4.2 All future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon.

- 3.4.3 All present and future goodwill and connection of all businesses carried on by or on behalf of the Company, and patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company
- 3.4.4 All book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company, (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company.
- 3.4.5 All shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto *including all dividends, interest and other distributions and all accretions, benefits and advantages*
- 3.4.6 All the right, title and interest of the Company to and in any proceedings of any present or future insurances.
- 3.4.7 The undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future.
- 3.5 the Debenture contains provisions, usual in such a document including the granting of a power of attorney and also the right to appoint a receiver and administrator thereunder

4. In the Legal Charge the Company as a continuing security for the payment and discharge of the Indebtedness charges to the Lender:
 - (a) by way of legal mortgage the property together with all buildings fixtures and fixed plants and machinery from time to time on the property together with all estates rights title options easements and privileges appurtenant to, or benefiting the same including all beneficial interests and rights of the Company in the property and in any proceeds of sale or disposal of any part of the property;
 - (b) by way of fixed charged any shares held by the Company in any Company from time to time which has any rights in or connection to the property;
 - (c) by way of fixed charge the benefit of all guarantees indemnities rent deposits agreements contracts undertakings and warranties relating to all the property charged by the Legal Charge (including the property).
5. The Guarantee therefore covers the Loan by the Lender to Lynx under the facility agreement; and the debenture and the legal charge therefore secures the Company's obligations under the guarantee, which obligations include (but are not limited to) the repayment of the Loan.
6. The Company entering into a loan agreement with Lynx under which the Company shall make available various sums by way of loan for the purpose of assisting Lynx in repaying various obligations of Lynx to the Lender

7. The Company entering into a loan agreement with Lynx under which Lynx shall make available various sums by way of loan for the purpose of enabling the Company to redeem the existing charge over the Property
8. The Company entering into a deed of assignment of rent with the Lender in respect of the Company's property at the Warner Multiplex Cinema Birkenhead as security for secured obligations including the obligations of Lynx to the Lender;

Accounting Direct

Clevedon House
2nd & 3rd Floor
453 High Road
London N22 8JD

Tel: 020 8888 2500
Fax: 020 8888 0096
Email: enver@accounting-direct.com
Web: www.accounting-direct.com

31 January 2006

To: The Directors
Brightstone Properties (Birkenhead) Limited
Lanmor House
370-386 High Road
Wembley
Middlesex
HA9 6AX

Dear Sirs,

**Auditors' report to the directors of Brightstone Properties (Birkenhead) Limited
(the Company) pursuant to the Companies Act 1985 Section 156(4)**

We have examined the attached statutory declaration of the directors of the Company dated 31 January 2006 in connection with the proposal that the Company should give financial assistance for the purpose of the purchase of 500 A Ordinary Shares of £1 each, 500 B Ordinary Shares of £1 each and 700,000 redeemable cumulative Preference Shares of £1-00 each in the share capital of the Company.

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

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

Yours faithfully,



ACCOUNTING DIRECT.

