



Registration of a Charge

Company Name: **101 FILMS INTERNATIONAL LIMITED**

Company Number: **11827924**



Received for filing in Electronic Format on the: **04/05/2021**

XA3RYG XK

Details of Charge

Date of creation: **27/04/2021**

Charge code: **1182 7924 0003**

Persons entitled: **ORANMORE LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WRIGHT HASSALL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11827924

Charge code: 1182 7924 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th April 2021 and created by 101 FILMS INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2021 .

Given at Companies House, Cardiff on 5th May 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

27 April

2021

AMCOMRI GP BVI LIMITED (1)

and

ORANMORE LIMITED (2)

and

**THE COMPANIES LISTED IN
SCHEDULE 1 (as BORROWERS) (3)**

ASSIGNMENT OF SECURED LOANS

Wright Hassall LLP
Olympus Avenue
Leamington Spa
Warwickshire
CV34 6BF

Tel: 01926 886688
Fax: 01926 885588
Email: robert.lee@wrighthassall.co.uk

THIS DEED is dated

27 April

2021

PARTIES

- (1) **AMCOMRI GP BVI LIMITED** registered in the British Virgin Islands with company registration number: 1523722, whose registered office is at Nerine Chambers, 3rd Floor, Quastisky Building, Road Town, Tortola, VG1110 (acting as general partner of **Amcomri Limited Partnership**) (the "**Assignor**").
- (2) **ORANMORE LIMITED** registered in England and Wales with company number 12879007 whose registered office is at Olympus House, Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF (the "**Assignee**").
- (3) **THE COMPANIES listed in Schedule 1** (the "**Borrowers**").

BACKGROUND

- A Each of the Borrowers is the borrower of a loan (each a '**Loan**', together, the '**Loans**') made pursuant to, and subject to the terms and conditions of the Facility Agreement appearing opposite the applicable Borrower's name in column 2 of Schedule 1 (each, a '**Facility Agreement**', together, the "**Facility Agreements**").
- B The Assignor has agreed to assign all its legal and beneficial right, title and interest in the Loans (including in and under the Facility Agreements) and the Security (as defined below) to the Assignee on the terms and conditions set out in this deed and in the Consideration Deed (defined below).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed.

Assigned Documents: each Facility Agreement and each Security.

Assignment Rights: all of the Assignor's legal and beneficial right, title and interest in the Loans (including in and under the Facility Agreements) and the Security, including any present or future liability (actual or contingent) payable, owing or becoming owing by each of the Borrowers to the Assignor under or in connection with the Loans, the Facility Agreements and the Security.

Assignment Date: 31 March 2021.

Business Day: a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

Consideration Deed: the deed entered into between the Assignor and the Assignee of even date with this deed in respect of, *inter alia*, the consideration for the assignment comprised in this deed.

Principal Amount: the principal amount outstanding in respect of the applicable Loan (and set out opposite the name of the applicable Borrower in column 3 of Schedule 1) as recorded in the books of the Assignor on the Assignment Date.

Security: the security listed in column 2 of Schedule 1 and any other document entered into by any Borrower creating or expressed to create any Security Interest over all or any part of its assets in respect of the obligations of that Borrower to the Assignor under or in connection with the applicable Facility Agreement.

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this deed.
- 1.3 A reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 This deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns, and references to a party shall include that party's successors, permitted assigns and permitted transferees.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes fax but not email.
- 1.9 A reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.10 A reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description.

2. **ASSIGNMENT**

2.1 **Assignment of rights**

Subject to the terms of this deed, the Assignor unconditionally, irrevocably and absolutely assigns to the Assignee all of the Assigned Rights on and from the Assignment Date.

2.2 **Assignee's acceptance**

The Assignee agrees that on the Assignment Date:

2.2.1 it shall accept the assignment referred to in clause 2.1; and

2.2.2 it shall satisfy the consideration for that assignment set out in, and in accordance with, the Consideration Deed.

3. SECURITY

3.1 The Assignee shall not take any action in relation to the Borrowers, or the Security which would be inconsistent with the Assignor's entitlement to, and beneficial interest in, the Assigned Documents prior to the assignment referred to in clause 2.1.

3.2 Each of the Borrowers hereby grants to the Assignee such further Security Interests in respect of any and all past, present, and future further advances whether made under the applicable Facility Agreement or otherwise, whether made prior to or after the date of this deed, as is necessary to ensure the Assignee has the same Security Interest securing advance(s) as the Assignor would have had, and such Security Interests shall be in the same form and on the same terms as the applicable Security.

4. INVESTIGATION AND RELIANCE

4.1 The Assignee confirms to the Assignor that it has received such information as it deems appropriate under the circumstances (however obtained), concerning for example the financial condition, creditworthiness, status or nature of the Borrowers, to make an informed decision regarding the assignment referred to in clause 2.1.

4.2 The Assignee agrees that it has made its own independent analysis and decision to enter into the assignment referred to in 2.1, based on such information as it has deemed appropriate under the circumstances, and without reliance on the Assignor.

5. RELEASE

The parties agree that from the Assignment Date the Assignor no longer has any rights in relation to the Loans and the Assigned Documents.

6. COSTS

6.1 Subject to clause 6.2, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution, and performance of this deed (and any documents referred to in it).

6.2 The Assignee shall pay any stamp duty and other similar duties and taxes (if any) to which this deed (and any documents referred to in it) may be subject or may give rise or which may otherwise be payable in connection with the assignment of the rights, title, interest and benefits in and to the Assigned Documents.

7. FURTHER ASSURANCE

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and

perform such acts as may reasonably be required for the purpose of giving full effect to this deed.

8. THIRD PARTY RIGHTS

8.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed (other than a permitted successor or assign) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

8.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

9. GOVERNING LAW AND JURISDICTION

9.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Borrower	Facility Letter/Security	Assignment Amount
Newry Property Investments Limited (formerly Trinity Leisure Newry Ltd)	Facility letter and Debenture dated 23 November 2018	£1,055,809.62
IVS Swansea Limited	Facility letter (as amended) and Debenture dated 7 February 2017	£287,712
101 Films International Ltd	Facility letter and debenture dated 16 May 2019	£373,020
Abacus Media Rights Limited	Facility Letter and Debenture dated 20 March 2020	£378,010
Fiennes Restoration Holdings Limited (formerly HUK 81 Limited)	Facility Letter (as amended) and Debenture dated 7 September 2017	£685,472.81
Total		£2,780,024.43

Executed as a deed by AMCOMRI GP BVI
LIMITED acting in its capacity as the general
partner of AMCOMRI LIMITED PARTNERSHIP

acting by PAUL MC GOWAN a director, in the
presence of:

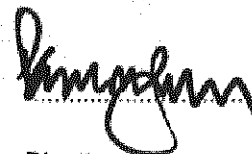
(Witness Signature)

Witness Name: JOSE DARDER

GUILLERMO DIAZ PLATA, S.5D

Witness Address: OTOL PALMA

Witness Occupation: CAPTAIN



Director

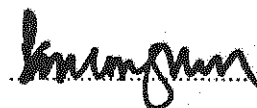
Executed as a deed by ORANMORE LIMITED
acting by PAUL MC GOWAN a director, in the
presence of:

(Witness Signature)

Witness Name: JOSE DARDER

Witness Address: GUILLERMO DIAZ PLATA S.5D
CP OTOL PALMA

Witness Occupation: CAPTAIN



Director

Executed as a deed by NEWRY PROPERTY LIMITED acting by PAUL MC GOWAN a director, in the presence of:

(Witness Signature)

Witness Name:

JOSE DARDER

GUILLERMO DIAZ RATSCH 50

Witness Address:

C.P.O. 7 015 PALMA

Witness Occupation:

CAPTAIN

Director

Executed as a deed by IVS SWANSEA LIMITED acting by PAUL MC GOWAN a director, in the presence of:

(Witness Signature)

Witness Name:

JOSE DARDER

GUILLERMO DIAZ RATSCH

Witness Address:

NO. 7 015 PALMA

Witness Occupation:

CAPTAIN

Director

Executed as a deed by 101 FILMS INTERNATIONAL LIMITED acting by MARTIN ANDREW LYON a director, in the presence of:

(Witness Signature)

Witness Name:

JOSE DARDER

(GUILLERMO DIAZ RATSCH

Witness Address:

NO. 7 50, 07015 PALMA

Witness Occupation:

CAPTAIN

Director

Executed as a deed by **NEWRY PROPERTY LIMITED** acting by **PAUL MC GOWAN** a director, in the presence of:

.....
Director

.....
(Witness Signature)

Witness Name:

Witness Address:

Witness Occupation:

Executed as a deed by **IVS SWANSEA LIMITED** acting by **PAUL MC GOWAN** a director, in the presence of:

.....
Director


.....
(Witness Signature)


Witness Name:

Witness Address:

Witness Occupation:

Executed as a deed by **101 FILMS INTERNATIONAL LIMITED** acting by **MARTIN ANDREW LYON** a director, in the presence of:


.....
Director

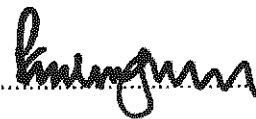

.....
(Witness Signature)

Witness Name: Nichola Jane Charnock

2 Woodcourt
Poolstock
Witness Address: Wigan, WN3.5BZ

Witness Occupation: Company Director

Executed as a deed by ABACUS MEDIA
RIGHTS LIMITED acting by PAUL MC GOWAN
a director, in the presence of:



Director

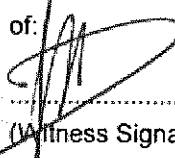

(Witness Signature)

Witness Name: JOSE DARDER
4 GUILLERMO DIAZ PLAZA
Witness Address: NO 3, 50, 07015 PALMA

Witness Occupation: CAPTAIN

Executed as a deed by FIENNES
RESTORATION HOLDINGS LIMITED acting by
HUGH WHITCOMB a director, in the presence
of:

Director


(Witness Signature)

Witness Name: JOSE DARDER
4 GUILLERMO DIAZ PLAZA
Witness Address: NO 3, 07015 PALMA

Witness Occupation: CAPTAIN

Executed as a deed by **ABACUS MEDIA RIGHTS LIMITED** acting by **PAUL MC GOWAN** a director, in the presence of:

.....

Director

.....
(Witness Signature)

Witness Name:


Witness Address:

Witness Occupation:

Executed as a deed by **FIENNES RESTORATION HOLDINGS LIMITED** acting by **HUGH WHITCOMB** a director, in the presence of:


.....

Director


.....
(Witness Signature)

Witness Name: TIM HUNT

Witness Address: MOAT BARN, MORTON-UNDER-HILL, REDDITCH, B96 6SP

Witness Occupation: PR CONSULTANT