

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

MR01

Particulars of a charge



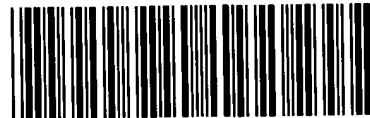
Companies House

A fee is payable with this form.  
Please see 'How to pay' on the  
last page.

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ What this form is for  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ What this form is NOT for  
You may not use this form to  
register a charge where the  
instrument. Use form MR02.



\*A97IQBU8\*

A10

19/06/2020

#311

COMPANIES HOUSE

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record.

1 Company details

Company number

06833922

Company name in full

TOMORROW LONDON LIMITED

For official use

♦ Filing in this form  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

2 Charge creation date

Charge creation date

18/06/2020

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name

Courts & Company

440 Strand, London, WC2R 0QS

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

**MR01****Particulars of a charge****4****Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page  
Please use a continuation page if you need to enter more details.

Description

**5****Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- ☒ Yes  
☐ No

**6****Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

- ☐ Yes Continue  
☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☐ Yes

**7****Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- ☒ Yes  
☐ No

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Particulars of a charge

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**Trustee statement<sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

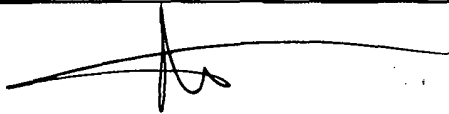
**Signature**

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

MARIA MERINO

Company name

Coutts & Company

JOAN SECURITIES CENTRE

Address 3RD FLOOR, TRINITY QUAY 1

AVON STREET

Post town

LOVE BRISTOL

Country/Region

Postcode

BS1 2LP 10 15

Country

United Kingdom

DX

322301 BRISTOL 44

Telephone

753 1000



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



**Important information**

Please note that all information on this form will appear on the public record.



**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

For companies registered in Scotland:  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**1 CASH Deposit All Direct**

Charge of Deposit with the Bank Secs 32 (04/03)

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

**Date:** EIGHTEENTH OF JUNE TWO THOUSAND AND TWENTY

**Definitions**

**Depositor:** Tomorrow London Limited (Company Registered Number 06833922) whose registered office is situate at 2 Arundel Street 4th Floor London WC2R 3DA

**Bank:** Coutts & Co. (Company Registered Number 36695 whose registered office is situate at 440 Strand, London WC2R 0QS

**Interest:** Interest at the rate(s) charged to the Depositor by the Bank from time to time

**Deposit:** All deposits now and in the future credited to Account designation 00609897 with the Bank and any deposit or account of any other currency description or designation which derives in whole or in part from such deposits or Account

**Depositor's Obligations:** All the Depositor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

**Expenses:** All expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Deposit or the Depositor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by or pursuant to this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**Required Currency:** The currency or currencies in which the Depositor's Obligations are expressed from time to time

**Charge**

- 1 The Depositor covenants to discharge on demand the Depositor's Obligations and as a continuing security for such discharge and as absolute owner (and under English Law with full title guarantee) assigns to the Bank the Deposit subject to re-assignment on redemption

**Powers of the Bank**

- 2.1 Despite any term to the contrary in relation to the Deposit the Bank may at any time without notice (both before and after demand) appropriate the Deposit or any part of it in discharge of the whole or any part of the Depositor's Obligations
- 2.2 Section 93(1) of the Law of Property Act 1925 (under English Law) shall not apply to this deed
- 2.3 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off any deposit or credit balance on any account of the Depositor with the Bank (including the Deposit) (whether or not that deposit or balance is due to the Depositor) against the whole or any part of the Depositor's Obligations
- 2.4 The Bank may exchange or convert to the Required Currency any currency held or received

**Restrictions**

- 3 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Depositor with the Bank (including the Deposit) that deposit or balance will not be capable of being assigned dealt with mortgaged or charged (other than an assignment, mortgage or charge in favour of the Bank) and will not be repayable to the Depositor before all the Depositor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Depositor to make withdrawals from time to time

CERTIFIED, TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT  
COMPANIES ACT 2006, AS A TRUE ACCURATE AND UP TO DATE COPY

FOR AND ON BEHALF OF COUTTS & CO 440 STRAND

SIGNED

### **Appropriation**

- 4.1 **Subject** to Clause 4.2 the Bank may appropriate all payments received for the account of the Depositor in reduction of any part of the Depositor's Obligations as the Bank decides
- 4.2 **The Bank** may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Deposit. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Depositor's Obligations outstanding at the time of receiving such notice

### **Redesignation Renewal or Replacement of the Deposit**

- 5.1 **If** the account in which the Deposit is held is changed replaced or redesignated this deed will apply to any deposit in the new or redesignated account from time to time
- 5.2 **If** the account in which the Deposit is held is changed replaced or redesignated, notwithstanding clause 5.1, the Depositor will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to complete or perfect an assignment of such new or redesignated account where appropriate in substitution of this deed and in consideration of the Debtor's Obligations

### **Preservation of other Security and Rights and Title Covenants**

- 6.1 **This** deed is in addition to any other security present or future held by the Bank for the Depositor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank
- 6.2 **The Depositor** covenants with the Bank that the Depositor:-
- 6.2.1 **Has** the right to assign the Deposit to the Bank free from all charges, encumbrances and other third party rights;
- 6.2.2 **The Depositor** will at the Depositor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to complete or perfect the assignment of the Deposit to the Bank under Clause 1 (including, without limitation, making any intimation of such assignment) or further to secure on the Deposit the Depositor's Obligations

### **Notices**

- 7.1 **Any** notice or demand by the Bank may be sent by post or fax or delivered to the Depositor at the Depositor's address last known to the Bank or if the Depositor is
- 7.1.1 A company may be served personally on any of its directors or its secretary
- 7.1.2 A limited liability partnership may be served personally on any of its members
- 7.2 A notice or demand by the Bank by post shall be deemed served on the day after posting
- 7.3 A notice or demand by the Bank by fax shall be deemed served at the time of sending

### **Governing Law**

- 8 **This** deed shall be governed by and construed in accordance with English law

### **Interpretation**

- 9.1 **The** expressions "Depositor" and "Bank" where the context admits include their respective successors in title and assigns
- 9.2 **If** two or more persons are included in the expression "Depositor" then the use in this deed of the word "Depositor" shall be deemed to refer to such persons both together and separately and the Depositor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them
- 9.3 **If** the definition of "Deposit" refers to more than one deposit or account then the use in this deed of the word "Deposit" shall be deemed to refer to such deposits and/or accounts both together and separately
- 9.4 **The** expression "Deposit" includes all interest accrued or accruing in the future on it
- 9.5 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select





**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6833922

Charge code: 0683 392 2 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th June 2020 and created by TOMORROW LONDON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2020 .

Given at Companies House, Cardiff on 25th June 2020



**Companies House**



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