

MR07

Particulars of alteration of a charge (particulars of
a negative pledge)



Companies House

☒ **What this form is for**
You may use this form to notify
that a charge has been altered.

☐ **What this form is NOT for**
You may not use this form
that a charge has been altered
an LLP. Please use form LL

WEDNESDAY



AA5SI5JD

A12

02/06/2021

#306

COMPANIES HOUSE



Please include a certified copy of the instrument of alteration
This will be placed on the public record.

1

Company details

Company number 0 0 0 3 4 8 7 1

Company name in full THE CITY OF LONDON INVESTMENT TRUST PLC

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Charge creation

When was the charge created?

→ **Before 06/04/2013.** Complete **Part A and Part C**

→ **On or after 06/04/2013.** Complete **Part B and Part C**

Part A

Charges created before 06/04/2013

A1

Charge creation date

Please give the date of creation of the charge.

Charge creation date d d m m y y y y

A2

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description

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

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged as set out when the charge was registered.

Short particulars

Continuation page

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

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ①

0 0 0 3 - 4 8 7 1 - 0 0 0 7

① **Charge code**

This is the unique reference code allocated by the registrar.

Part C To be completed for all charges

C1

Signature

Please sign the form here.

Signature

Signature

X



for and on behalf of
Henderson Secretarial Services Limited
Secretary

X

This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge.

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**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Struan Clark**

Company name **Morrison & Foerster (UK) LLP**

Address **The Scalpel,**

52 Lime Street

Post town **London**

County/Region **United Kingdom**

Postcode **E C 3 M 7 A F**

Country

DX

Telephone **07498 374829**

**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 of alteration.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3.

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

Part C To be completed for all charges

- ☐ You have signed the form.

**Important information**

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

**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 or email 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

FIRST SUPPLEMENTAL SECURITY TRUST DEED

DATED 19 March 2021

BETWEEN

THE CITY OF LONDON INVESTMENT TRUST PLC

- and -

THE LAW DEBENTURE TRUST CORPORATION p.l.c.

modifying the Security Trust Deed dated 17 November 2017
relating to an issuance of
£50,000,000 2.94% Senior Secured Notes due 17 November, 2049

*I Nigel David Letheren certify this is a true
copy of the original dated 19th March 2021*



THE FIRST SUPPLEMENTAL SECURITY TRUST DEED is made on 19 March 2021

BETWEEN:

- (1) **THE CITY OF LONDON INVESTMENT TRUST PLC**, a public limited company incorporated under the laws of England and Wales with company number 00034871, whose registered address is 201 Bishopsgate, London EC2M 3AE (the **Company**) ; and
- (2) **THE LAW DEBENTURE TRUST CORPORATION p.l.c** (registered number 1675231) whose registered office is situated at 8th Floor, 100 Bishopsgate, London EC2N 4AG as security trustee for the holders of the Notes (the **Security Trustee**).

WHEREAS:

- (A) This First Supplemental Security Trust Deed is supplemental to the Security Trust Deed dated 17 November 2017 (hereinafter called the **Principal Security Trust Deed**) made between the Company and the Security Trustee and relating to an issuance of £50,000,000 2.94% Senior Secured Notes by the Company (the **Notes**).
- (B) On 26 February 2021 the Company entered into a note purchase agreement in anticipation of a further issuance of secured notes (the **2021 Notes**), pursuant to which it agreed to amend the Principal Security Trust Deed to confirm that the floating charge granted in respect of the 2021 Notes will rank *pari passu* with the floating charge granted in respect of the Notes under the Principal Security Trust Deed.
- (C) The Company wishes to enter into this First Supplemental Security Trust Deed to reflect the amendments to the Principal Security Trust Deed described in recital (B) above.
- (D) The Security Trustee has been instructed by the holders of the Notes to execute this First Supplemental Security Trust Deed.

NOW THIS FIRST SUPPLEMENTAL SECURITY TRUST DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. Subject as hereinafter provided in this First Supplemental Security Trust Deed and unless there is anything in the subject or context inconsistent therewith, all words and expressions defined in the Principal Security Trust Deed shall have the same meanings in this First Supplemental Security Trust Deed.

2. The provisions of the Principal Security Trust Deed are hereby modified by:

(a) the insertion of new defined terms in Clause 1.1 (*Definitions*) as follows:

“2014 Notes means the £35,000,000 4.53% senior secured notes due 22 January 2029 issued by the Company pursuant to a Note Purchase Agreement dated 21 January 2014 and secured by a Security Trust Deed dated 21 January 2014.”

“2021 Notes means the £30,000,000 2.67% senior secured notes due 19 March 2046 issued by the Company pursuant to a Note Purchase Agreement dated 26 February 2021 and secured by a Security Trust Deed dated 19 March 2021.”;

(b) the deletion of the defined terms “Existing Debenture Stock” and “Existing Private Placement Notes” in Clause 1.1 (*Definitions*).

(c) the deletion of Clause 2.2(b) (*Floating Charge*) and its replacement with the following:

“(b) The floating charge created by this Clause shall at all times, notwithstanding any conversion of the floating charge created by this Clause into a fixed charge pursuant to sub-clause (c) or (e) below, rank *pari passu* in point of security with the first floating charges (together, the **Existing Floating Charges**) securing the 2014 Notes and the 2021 Notes created under:

(i) the Security Trust Deed dated 21 January 2014 between the Company and the Security Trustee (the **2014 Security Trust Deed**);

(ii) the First Supplemental Security Trust Deed dated 17 November 2017 in respect of the 2014 Security Trust Deed between the Company and the Security Trustee;

(iii) the Second Supplemental Security Trust Deed in respect of the 2014 Security Trust Deed dated 19 March 2021 between the Company and the Security Trustee; and

(iv) the Security Trust Deed dated 19 March 2021 between the Company and the Security Trustee,

constituting and securing the 2014 Notes and 2021 Notes.”;

(d) the deletion of Clause 2.2(e)(iii) (*Floating Charge*) and its replacement with the following:

“[RESERVED]”;

(e) the deletion of Clause 5.1(c) (*Events of Default*) and its replacement with the following:

“[RESERVED]”; and

- (f) the deletion of Clause 5.1(d) (*Event of Default*) and its replacement with the following:

“(d) on the scheduled maturity date of any 2014 Note or 2021 Note or on the date on which the Existing Secured Bank Debt is scheduled to be repaid following a demand for repayment from the lender of the Existing Secured Bank Debt, if that 2014 Note, 2021 Note or Existing Secured Bank Debt are/is not repaid in full on that date (as applicable) or within any applicable grace period.”.

3. The Principal Security Trust Deed and this First Supplemental Security Trust Deed shall henceforth be read and construed as one document.
4. This First Supplemental Security Trust Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.
5. A memorandum of this First Supplemental Security Trust Deed shall be endorsed by the Security Trustee on the original of the Principal Security Trust Deed and by the Company on the duplicate of the Principal Security Trust Deed.
6. This First Supplemental Security Trust Deed may be executed in counterparts, all of which, taken together, shall constitute one and the same deed and any party may enter into this First Supplemental Security Trust Deed by executing a counterpart.

IN WITNESS whereof this First Supplemental Security Trust Deed has been executed as a deed by the Company and the Security Trustee and entered into the day and year above written.

The Company

EXECUTED and **DELIVERED** as a **DEED** by)
CITY OF LONDON INVESTMENT TRUST PLC)
acting by:)

Director

Director/Secretary:

Security Trustee

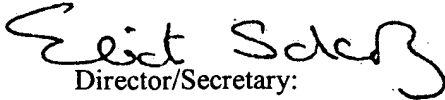
EXECUTED and DELIVERED as a DEED by)

THE LAW DEBENTURE TRUST CORPORATION p.l.c.)

acting by:)



Director



Director/Secretary:

*I, Thomas Drake, certify this document
as a true copy of the original.*

EXECUTION VERSION

Thomas Drake

FIRST SUPPLEMENTAL SECURITY TRUST DEED

DATED 19 March 2021

BETWEEN

THE CITY OF LONDON INVESTMENT TRUST PLC

- and -

THE LAW DEBENTURE TRUST CORPORATION p.l.c.

modifying the Security Trust Deed dated 17 November 2017
relating to an issuance of
£50,000,000 2.94% Senior Secured Notes due 17 November, 2049

THE FIRST SUPPLEMENTAL SECURITY TRUST DEED is made on 19 March 2021

BETWEEN:

- (1) **THE CITY OF LONDON INVESTMENT TRUST PLC**, a public limited company incorporated under the laws of England and Wales with company number 00034871, whose registered address is 201 Bishopsgate, London EC2M 3AE (the **Company**) ; and
- (2) **THE LAW DEBENTURE TRUST CORPORATION p.l.c** (registered number 1675231) whose registered office is situated at 8th Floor, 100 Bishopsgate, London EC2N 4AG as security trustee for the holders of the Notes (the **Security Trustee**).

WHEREAS:

- (A) This First Supplemental Security Trust Deed is supplemental to the Security Trust Deed dated 17 November 2017 (hereinafter called the **Principal Security Trust Deed**) made between the Company and the Security Trustee and relating to an issuance of £50,000,000 2.94% Senior Secured Notes by the Company (the **Notes**).
- (B) On 26 February 2021 the Company entered into a note purchase agreement in anticipation of a further issuance of secured notes (the **2021 Notes**), pursuant to which it agreed to amend the Principal Security Trust Deed to confirm that the floating charge granted in respect of the 2021 Notes will rank *pari passu* with the floating charge granted in respect of the Notes under the Principal Security Trust Deed.
- (C) The Company wishes to enter into this First Supplemental Security Trust Deed to reflect the amendments to the Principal Security Trust Deed described in recital (B) above.
- (D) The Security Trustee has been instructed by the holders of the Notes to execute this First Supplemental Security Trust Deed.

NOW THIS FIRST SUPPLEMENTAL SECURITY TRUST DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. Subject as hereinafter provided in this First Supplemental Security Trust Deed and unless there is anything in the subject or context inconsistent therewith, all words and expressions defined in the Principal Security Trust Deed shall have the same meanings in this First Supplemental Security Trust Deed.

2. The provisions of the Principal Security Trust Deed are hereby modified by:

(a) the insertion of new defined terms in Clause 1.1 (*Definitions*) as follows:

“**2014 Notes** means the £35,000,000 4.53% senior secured notes due 22 January 2029 issued by the Company pursuant to a Note Purchase Agreement dated 21 January 2014 and secured by a Security Trust Deed dated 21 January 2014.”

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(b) the deletion of the defined terms “Existing Debenture Stock” and “Existing Private Placement Notes” in Clause 1.1 (*Definitions*).

(c) the deletion of Clause 2.2(b) (*Floating Charge*) and its replacement with the following:

“(b) The floating charge created by this Clause shall at all times, notwithstanding any conversion of the floating charge created by this Clause into a fixed charge pursuant to sub-clause (c) or (e) below, rank *pari passu* in point of security with the first floating charges (together, the **Existing Floating Charges**) securing the 2014 Notes and the 2021 Notes created under:

- (i) the Security Trust Deed dated 21 January 2014 between the Company and the Security Trustee (the **2014 Security Trust Deed**);
- (ii) the First Supplemental Security Trust Deed dated 17 November 2017 in respect of the 2014 Security Trust Deed between the Company and the Security Trustee;
- (iii) the Second Supplemental Security Trust Deed in respect of the 2014 Security Trust Deed dated 19 March 2021 between the Company and the Security Trustee; and
- (iv) the Security Trust Deed dated 19 March 2021 between the Company and the Security Trustee,

constituting and securing the 2014 Notes and 2021 Notes.”;

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“[RESERVED]”;

(e) the deletion of Clause 5.1(c) (*Events of Default*) and its replacement with the following:

“[RESERVED]”; and

- (f) the deletion of Clause 5.1(d) (*Event of Default*) and its replacement with the following:

“(d) on the scheduled maturity date of any 2014 Note or 2021 Note or on the date on which the Existing Secured Bank Debt is scheduled to be repaid following a demand for repayment from the lender of the Existing Secured Bank Debt, if that 2014 Note, 2021 Note or Existing Secured Bank Debt are/is not repaid in full on that date (as applicable) or within any applicable grace period.”.

3. The Principal Security Trust Deed and this First Supplemental Security Trust Deed shall henceforth be read and construed as one document.
4. This First Supplemental Security Trust Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.
5. A memorandum of this First Supplemental Security Trust Deed shall be endorsed by the Security Trustee on the original of the Principal Security Trust Deed and by the Company on the duplicate of the Principal Security Trust Deed.
6. This First Supplemental Security Trust Deed may be executed in counterparts, all of which, taken together, shall constitute one and the same deed and any party may enter into this First Supplemental Security Trust Deed by executing a counterpart.

IN WITNESS whereof this First Supplemental Security Trust Deed has been executed as a deed by the Company and the Security Trustee and entered into the day and year above written.

The Company

EXECUTED and DELIVERED as a DEED by
CITY OF LONDON INVESTMENT TRUST PLC
acting by:

Director

Lynne May

Director/Secretary:

SDR

FOR AND ON BEHALF OF
HENNISON SECRETARIAL
SERVICES LTD
CORPORATE SECRETARY

Security Trustee

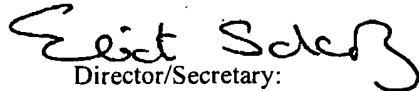
EXECUTED and DELIVERED as a DEED by)

THE LAW DEBENTURE TRUST CORPORATION p.l.c.)

acting by:)



Director



Director/Secretary: