

MG02

Statement of satisfaction in full or in part of mortgage or charge

BLUEPRINT

OneWorld

☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

☐ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland.
do this, please use form MG02s.

FRIDAY



A18 *A850480W* #209
17/05/2019
COMPANIES HOUSE

1 Company details

Company number 1 2 9 0 1

Company name in full F&C INVESTMENT TRUST PLC

23 For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d 1 9 m 0 4 y 2 0 y 1 2

Description ① Floating charge (the "Security Agreement") dated 19 April 2012
between the Chargor and JPMorgan Chase Bank N.A. London

Date of registration ② d 0 4 m 0 5 y 2 0 y 1 2

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'.

② The date of registration may be
confirmed from the certificate.

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders.

Name JPMorgan Chase Bank, N.A. London Branch

Address 10 Aldermanbury

London

Postcode E C 2 V 7 R F

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

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Statement of satisfaction in full or in part of mortgage or charge

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

Please see attached continuation pages

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full.
☐ In part.

① Please tick one box only.

6 Signature

Please sign the Form on behalf of
BMO Investment Business Limited

Signature

X

Secretary

X

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

Signature

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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

Company name

F&C INVESTMENT BUSINESS LIMITED

Address

EXCHANGE HOUSE

PRIMROSE STREET

Post town

LONDON

County/Region

Postcode

E C 2 A 2 N Y

Country

DX

Telephone



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 completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ 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

Short particulars of all the property mortgaged or charged

Continuation page (1)

Foreign & Colonial Investment Trust PLC (Company Number 00012901)

Floating Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Bank by way of floating charge its undertaking and all its assets, both present and future including, but not limited to, the Custodian Accounts, all its present and future right, title and interest in or to the Custodian Accounts and all securities, amounts and other assets now or in the future standing to the credit of or accrued or accruing on the Custodian Accounts

Please see Note (1) of the continuation pages for definitions (to the extent not already defined)

Short particulars of all the property mortgaged or charged

Continuation page (2)

Foreign & Colonial Investment Trust PLC (Company Number 00012901)

Note (1): In this Form, except to the extent that the context requires otherwise

any reference to **"assets"** includes present and future properties, revenues and rights of every description

"Account Control Agreement" means the account control agreement between JPMorgan Chase Bank, N A , London Branch (as the custodian), the Chargor and the Bank dated 19 April 2012

"Custodian Accounts" means the "Accounts" as specified in Exhibit A of the Account Control Agreement

"Facility Agreement" means the ¥6,600,000,000 and US\$80,000,000 term loan facility agreement dated 19 April 2012 between the Chargor as borrower and the Bank as lender

"Finance Document" means

- (a) the Facility Agreement,
- (b) the Security Agreement,
- (c) the Account Control Agreement, and
- (d) any other document so designated by the Bank and the Chargor in writing from time to time

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

Short particulars of all the property mortgaged or charged

Continuation page (3)

Foreign & Colonial Investment Trust PLC (Company Number 00012901)

Note (2):

The Accounts specified in Exhibit A of the Account Control Agreement are as follows

Cash Accounts

Cash Account CCY

Code	Cash Account Number	Account Name
AED	22949244	F&C INVESTMENT TRUST PLC
AUD	22949225	F&C INVESTMENT TRUST PLC
BRL	22949228	F&C INVESTMENT TRUST PLC
CAD	22949226	F&C INVESTMENT TRUST PLC
CHF	22949208	F&C INVESTMENT TRUST PLC
CLP	22949243	F&C INVESTMENT TRUST PLC
COP	22949242	F&C INVESTMENT TRUST PLC
CZK	22949237	F&C INVESTMENT TRUST PLC
DKK	22949230	F&C INVESTMENT TRUST PLC
EGP	22949241	F&C INVESTMENT TRUST PLC
EUR	22949210	F&C INVESTMENT TRUST PLC
GBP	22949201	F&C INVESTMENT TRUST PLC
GHS	22949247	F&C INVESTMENT TRUST PLC
HKD	22949213	F&C INVESTMENT TRUST PLC
HUF	22949240	F&C INVESTMENT TRUST PLC
IDR	22949214	F&C INVESTMENT TRUST PLC
ILS	22949235	F&C INVESTMENT TRUST PLC
INR	22949229	F&C INVESTMENT TRUST PLC
JPY	22949205	F&C INVESTMENT TRUST PLC
KES	22949248	F&C INVESTMENT TRUST PLC
KRW	22949223	F&C INVESTMENT TRUST PLC
MUR	22949249	F&C INVESTMENT TRUST PLC
MXN	22949236	F&C INVESTMENT TRUST PLC
MYR	22949216	F&C INVESTMENT TRUST PLC

Short particulars of all the property mortgaged or charged

Continuation page (4)

Foreign & Colonial Investment Trust PLC (Company Number 00012901)

NGN	22949246	F&C INVESTMENT TRUST PLC
NOK	22949231	F&C INVESTMENT TRUST PLC
NZD	22949217	F&C INVESTMENT TRUST PLC
PEN	22949245	F&C INVESTMENT TRUST PLC
PHP	22949232	F&C INVESTMENT TRUST PLC
PLN	22949239	F&C INVESTMENT TRUST PLC
SEK	22949219	F&C INVESTMENT TRUST PLC
SGD	22949220	F&C INVESTMENT TRUST PLC
THB	22949221	F&C INVESTMENT TRUST PLC
TRY	22949238	F&C INVESTMENT TRUST PLC
TWD	22949224	F&C INVESTMENT TRUST PLC
USD	22949203	F&C INVESTMENT TRUST PLC
ZAR	22949222	F&C INVESTMENT TRUST PLC
CAD	32474103	F&C INVESTMENT TRUST RE BARROW HANLEY MCWHINNEY & STRAUSS
GBP	32474101	F&C INVESTMENT TRUST RE BARROW HANLEY MCWHINNEY & STRAUSS
USD	32474102	F&C INVESTMENT TRUST RE BARROW HANLEY MCWHINNEY & STRAUSS
CAD	32766801	FOREIGN & COLONIAL INVESTMENT TRUST RE T ROWE PRICE
CHF	32766803	FOREIGN & COLONIAL INVESTMENT TRUST RE T ROWE PRICE
USD	32766802	FOREIGN & COLONIAL INVESTMENT TRUST RE T ROWE PRICE

Securities Accounts

Securities Account Number	Securities Account Name
13733	F&C Investment Trust Plc

Short particulars of all the property mortgaged or charged

Continuation page (5)

Foreign & Colonial Investment Trust PLC (Company Number 00012901)

37669/P87117	F&C Investment Trust Re Barrow Hanley McWhinney & Strauss
39733	FOREIGN & COLONIAL INVESTMENT TRUST RE T ROWE PRICE

Short particulars of all the property mortgaged or charged

Continuation page (6)

Foreign & Colonial Investment Trust PLC (Company Number 00012901)

Note (3). The Security Agreement provides that

- 1 **Security:** The Chargor shall not create or permit to subsist any Security over any Charged Asset except as permitted by clause 14 1 (*Undertakings*) of the Facility Agreement
- 2 **Conversion by Notice:** The Bank may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice in writing to the Chargor specifying the relevant Charged Assets (either generally or specifically)
 - 3 1 if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
 - 3 2 following the occurrence of an Enforcement Event
- 3 **Automatic Conversion.** If
 - 4 1 the Chargor takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (3) over any of the Charged Assets, or
 - 4 2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

For the purposes of this Note (3)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Agreement

"Enforcement Event" means a notice under clause 15 (*Events of Default*) of the Facility Agreement has been delivered by the Bank following the occurrence of an Event of Default

"Event of Default" means any of the events specified in Clause 15 (*Events of Default*) of the Facility Agreement

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect