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COMPANIES HOUSE

308372

**IN THE HIGH COURT OF JUSTICE**  
**CHANCERY DIVISION**  
**COMPANIES COURT**  
**JUSTICE LEWISON**

**NO. 7542 of 2007****IN THE MATTER OF INVESCO PLC****- and -****IN THE MATTER OF THE COMPANIES ACT 1985**

UPON THE ADJOURNED APPLICATION by Claim Form dated 12 October 2007 of the above-named INVESCO PLC (the "**Company**"), whose registered office is situated at 30 Finsbury Square, London EC2A 1AG

AND UPON HEARING Counsel for the Company

AND UPON READING the evidence

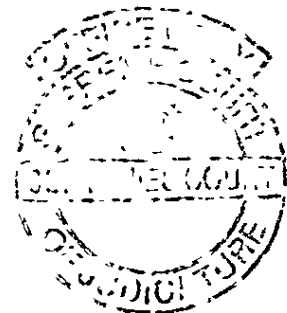
AND UPON Invesco Ltd by Counsel for the Company, being its Counsel for this purpose, submitting to be bound by the Scheme of Arrangement hereinafter sanctioned and undertaking to be bound thereby and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect thereto

THIS COURT HEREBY SANCTIONS the Scheme of Arrangement as set out in the Schedule hereto

AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that an office copy hereof be delivered to him

AND IT IS ORDERED that the further hearing of the Claim Form be adjourned to 2 p m today

Dated 3 December 2007



## SCHEDULE: SCHEME OF ARRANGEMENT

### SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

No 7542 of 2007

IN THE MATTER OF INVESCO PLC  
and  
IN THE MATTER OF THE COMPANIES ACT 1985

SCHEME OF ARRANGEMENT  
(under section 425 of the Companies Act 1985)

between  
INVESCO PLC  
and  
THE HOLDERS OF ITS SCHEME SHARES  
(as hereinafter defined)

#### PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings

"business day"	a day on which London Stock Exchange plc is open for the transaction of business,
"certificated" or "in certificated form"	not in uncertificated form (that is, not in CREST),
"Companies Act"	the Companies Act 1985 (as amended),
"Company"	INVESCO PLC, incorporated in England and Wales with registered number 308372,
"Court"	the High Court of Justice in England and Wales,
"Court Meeting"	the meeting of the holders of the Scheme Shares convened by order of the Court pursuant to section 425 of the Companies Act to consider and, if thought fit, approve this Scheme, including any adjournment thereof,
"CREST"	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear UK & Ireland Limited in accordance with the Uncertificated Securities Regulations 2001,
"Effective Date"	the date on which this Scheme becomes effective in accordance with Clause 8,
"holder"	includes a person entitled by transmission,
"Invesco Ltd."	Invesco Ltd, a company incorporated in Bermuda with registration number 40671,
"Invesco Ltd Shares"	common shares of par value US\$0.10 each in the capital of Invesco Ltd or, following the Share Capital Consolidation, common shares of par value US\$0.20 each in the capital of Invesco Ltd (as the context requires),

<b>"INVESCO PLC Shares"</b>	ordinary shares of US\$0 10 each in the capital of the Company.
<b>"Reduction Record Time"</b>	the time one hour before the commencement of the Second Court Hearing.
<b>"Scheme"</b>	this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by the Company and Invesco Ltd .
<b>"Scheme Record Time"</b>	5 00 p m on the business day immediately preceding the Effective Date,
<b>"Scheme Shares"</b>	(i) the INVESCO PLC Shares in issue at the date of this Scheme,  (ii) any INVESCO PLC Shares issued after the date of this Scheme and before the Voting Record Time,  (iii) any INVESCO PLC Shares issued at or after the Voting Record Time and before the Reduction Record Time in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by this Scheme,
<b>"Second Court Hearing"</b>	the hearing of the Court for the confirmation of the reduction of capital provided for in Clause 1.
<b>"Share Capital Consolidation"</b>	the consolidation of every two common shares of par value US\$0 10 each in the capital of Invesco Ltd into one common share of par value US\$0 20 in the capital of Invesco Ltd , which is expected to take place after this Scheme becomes effective,
<b>"uncertificated" or "in uncertificated form"</b>	recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by virtue of CREST,
<b>"United States"</b>	the United States of America including each state therein, the District of Columbia, Puerto Rico, the United States Virgin Islands and each of the other territories and possessions of the United States of America, and
<b>"Voting Record Time"</b>	6 00 p m on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6 00 p m on the day which is two days before the date of such adjourned meeting.

and references to Clauses are to Clauses of this Scheme

- (B) The authorised share capital of the Company at the date of this Scheme is US\$105,000,000 and £50,000 25 divided into 1,050,000,000 ordinary shares of US\$0 10 each, 50,000 deferred sterling shares, and one special voting share of 25 pence. As at the close of business on 19 October 2007, 835,651,718 ordinary shares, 50,000 deferred sterling shares and one special voting share had been issued and were credited as fully paid, 10,560,948 ordinary shares were held in treasury and the remainder of the ordinary shares were unissued
- (C) Invesco Ltd was incorporated on 12 September 2007 with its present name under the laws of Bermuda as an exempted company. The authorised share capital of Invesco Ltd at the date of this Scheme is US\$10 divided into 100 shares of par value US\$0 10 each, all of which have been issued and are credited as fully paid
- (D) Invesco Ltd has agreed to appear by Counsel on the hearing to sanction this Scheme and to submit to be bound by and to undertake to the Court to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme

## THE SCHEME

### 1 Cancellation of the Scheme Shares

1.1 The capital of the Company shall be reduced by cancelling and extinguishing the Scheme Shares

1.2 Subject to and forthwith upon the said reduction of capital taking effect

1.2.1 the authorised share capital of the Company shall be increased to its former amount by the creation of such number of new INVESCO PLC Shares as shall be equal to the number of Scheme Shares cancelled pursuant to Clause 1.1, and

1.2.2 the reserve arising in the books of account of the Company as a result of the said reduction of capital shall be capitalised and applied in paying up in full at par the new INVESCO PLC Shares created pursuant to Clause 1.2.1 which shall be allotted and issued credited as fully paid to Invesco Ltd and/or its nominee(s)

### 2 Consideration for cancellation of the Scheme Shares

2.1 In consideration for the cancellation of the Scheme Shares and the allotment and issue of the new INVESCO PLC Shares as provided in Clause 1, Invesco Ltd shall (subject to the remaining provisions of this Scheme) allot and issue to the holders of the Scheme Shares (as appearing in the register of members of the Company at the Scheme Record Time) (other than the Company) one Invesco Ltd Share, credited as fully paid at par, for every Scheme Share then held by them

2.2 The Invesco Ltd Shares to be issued pursuant to this Clause 2 shall rank *pari passu* in all respects with all other fully paid Invesco Ltd Shares in issue on the Effective Date.

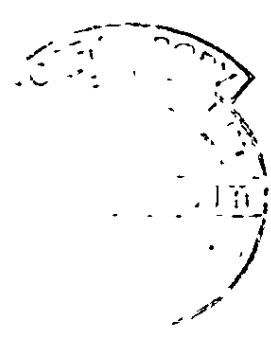
### 3 Overseas Shareholders

3.1 The provisions of Clause 2 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if, in respect of any holder of Scheme Shares with a registered address in a jurisdiction outside the United Kingdom or the United States or whom Invesco Ltd reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom or the United States, Invesco Ltd is advised that the allotment and/or issue of Invesco Ltd Shares pursuant to Clause 2 would or might infringe the laws of such jurisdiction or would or might require Invesco Ltd to comply with any governmental or other consent or any registration, filing or other formality with which Invesco Ltd is unable to comply or compliance with which Invesco Ltd regards as unduly onerous, Invesco Ltd may in its sole discretion determine that such Invesco Ltd Shares (or any shares in the capital of Invesco Ltd resulting from the consolidation of such shares) shall be sold, in which event the Invesco Ltd Shares shall be issued to such holder and Invesco Ltd shall appoint a person to act pursuant to this Clause 3.1 and such person shall be authorised on behalf of such holder to procure that any shares in respect of which Invesco Ltd has made such determination shall, as soon as practicable following the Effective Date, be sold.

3.2 Any sale under Clause 3.1 shall be carried out at the best price which can reasonably be obtained at the time of sale and the net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale, including value added tax) shall be paid to the persons entitled thereto in accordance with their entitlements. To give effect to any sale under Clause 3.1, the person appointed by Invesco Ltd in accordance with Clause 3.1 shall be authorised as attorney on behalf of the holder concerned to execute and deliver as transferor an instrument or instruction of transfer and to give such instructions and to do all other things which he may consider necessary or expedient in connection with such sale. In the absence of bad faith or wilful default, none of the Company, Invesco Ltd or the person so appointed shall have any liability for any loss or damage arising as a result of the timing or terms of such sale.

### 4 Issue of Invesco Ltd Shares

On the Effective Date, Invesco Ltd will allot and issue the Invesco Ltd Shares to be allotted and issued pursuant to Clause 2.1 to the relevant holders of Scheme Shares (other than the Company) and will make the requisite entries in the register of members of Invesco Ltd to reflect the allotment and issue of such shares.



5 Settlement

5.1 Contingently upon the allotment and issue of Invesco Ltd Shares pursuant to Clause 4 and the requisite entries having been made in the register of members of Invesco Ltd, settlement of the Invesco Ltd Shares shall be effected as follows

5.1.1 if the Share Capital Consolidation has not been effected by 6.00 p.m. on the date three business days after the Effective Date, all of the Invesco Ltd Shares will be settled in certificated form in the manner set out in Clause 5.3, and

5.1.2 if the Share Capital Consolidation has been effected by 6.00 p.m. on the date three business days after the Effective Date, the Invesco Ltd Shares will be settled as set out in Clause 5.2

5.2 Where Invesco Ltd Shares are to be settled pursuant to Clause 5.1.2 it shall be on the basis of one Invesco Ltd Share for every two Invesco Ltd Shares issued under Clause 4 and, therefore, for every two Scheme Shares and,

5.2.1 in the case of Scheme Shares which at the Scheme Record Time are in certificated form, Invesco Ltd will settle the relevant Invesco Ltd Shares in book entry (uncertificated) form under the direct registration system in the United States and deliver written notification of the relevant holding in book entry form to the persons entitled thereto on or as soon as reasonably practicable after, and in any event within 14 days of, the Effective Date,

5.2.2 in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, Invesco Ltd will settle the relevant Invesco Ltd Shares to CREST International Nominees' account at the Depositary Trust and Clearing Corporation, CREST Depositary Limited will then issue Invesco Ltd CREST depositary interests to the appropriate accounts in CREST of the holders of the Scheme Shares and a statement of entitlement detailing the holding of CREST depositary interests will be sent to such holders of Scheme Shares on or as soon as reasonably practicable after, and in any event within 14 days of, the Effective Date,

5.2.3 any fractional entitlements arising as a result of the Share Capital Consolidation will be aggregated and sold in the market and the net proceeds of sale will be paid to the relevant holders in due proportions by cheque in accordance with Clause 5.5 on or as soon as reasonably practicable after, and in any event within 14 days of, the Effective Date,

provided that, in the case of Scheme Shares which at the Scheme Record Time are in certificated form, Invesco Ltd reserves the right to settle all or part of the relevant Invesco Ltd Shares in certificated form in the manner set out in Clause 5.3 if, for any reason, it wishes to do so and, in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, Invesco Ltd reserves the right to settle all or part of the relevant Invesco Ltd Shares in book entry (uncertificated) form in the manner set out in Clause 5.2.1 if, for any reason, it wishes to do so

5.3 Where Invesco Ltd Shares are to be settled in certificated form, Invesco Ltd shall deliver the certificates for such shares to the persons entitled thereto as soon as reasonably practicable after, and in any event within 14 days of, the Effective Date

5.4 All deliveries of notifications, statements, certificates or cheques shall be effected by sending the same by first class post in prepaid envelopes addressed to the persons respectively entitled thereto at their respective addresses as appearing in the register of members of the Company at the Scheme Record Time or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in such register at the Scheme Record Time (except, in either case, as otherwise directed in writing) or in accordance with any special instructions regarding communications, and none of Invesco Ltd, the Company or the person appointed by Invesco Ltd in accordance with Clause 3.1 shall be responsible for any loss or delay in the transmission of any notifications, statements, certificates or cheques sent in accordance with this Clause 5.4, which shall be sent at the risk of the persons entitled thereto

5.5 All cheques shall be made payable to the persons respectively entitled to the moneys represented thereby (or, in the case of joint holders, to that one of the joint holders whose name stands first in the register of members of the Company in respect of such joint holding at the Scheme Record Time) or to such other persons (if any) as such persons may direct in writing and the encashment of any such cheque shall be a complete discharge to the Company for the moneys represented thereby

5.6 The provisions of this Clause 5 shall be subject to any prohibition or condition imposed by law

**6 Certificates and Cancellations**

With effect from and including the Effective Date

- 6.1 all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised therein and every holder of Scheme Shares shall be bound at the request of the Company to deliver up the same to the Company or as it may direct or to destroy the same, and
- 6.2 Euroclear UK & Ireland Limited shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form

**7 Mandates and other instructions**

All instructions to the Company in force at the Scheme Record Time relating to the Scheme Shares shall, unless they relate to dividends (in which case they shall be deemed to be revoked) and unless and until otherwise revoked or amended, be deemed as from the Effective Date to be valid and effective mandates and instructions to Invesco Ltd in relation to the Invesco Ltd. Shares issued in respect thereof

**8 Effective Date**

- 8.1 This Scheme shall become effective as soon as office copies of the orders of the Court sanctioning this Scheme under section 425 of the Companies Act and confirming under section 137 of the Companies Act the reduction of the capital of the Company provided for by this Scheme shall have been delivered to the Registrar of Companies in England and Wales for registration and, in the case of the confirmation of the reduction of capital registered
- 8.2 Unless this Scheme shall become effective on or before 30 June 2008, or such later date, if any as the Company and Invesco Ltd may agree and the Court may allow this Scheme shall never become effective

**9 Modification**

The Company and Invesco Ltd may jointly consent on behalf of all concerned to any modification of, or addition to this Scheme or to any condition which the Court may approve or impose

Dated 22 October 2007



**No. 7542 of 2007**

**IN THE HIGH COURT OF JUSTICE**  
**CHANCERY DIVISION**  
**COMPANIES COURT**  
**JUSTICE LEWISON**

**Re: INVESCO PLC**

**- and -**

**Re: THE COMPANIES ACT 1985**

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**ORDER**

**Sanctioning Scheme of  
Arrangement**

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