

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2019-006418

JUSTICE MARCUS SMITH

WEDNESDAY 4 MARCH 2020

36500021



IN THE MATTER OF INVESTECH PLC

- and -

IN THE MATTER OF THE COMPANIES ACT 2006

UPON THE ADJOURNED APPLICATION by Part 8 Claim Form dated 19 November 2019 of Investec plc (the "**Company**"), whose registered office is situated at 30 Gresham Street, London, EC2V 7QP

AND UPON HEARING Martin Moore QC for the Company

AND UPON READING the evidence

AND UPON Ninety One plc 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 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 thereto

THIS COURT HEREBY SANCTIONS the scheme of arrangement as set out in the First Schedule hereto

AND THIS COURT ORDERS that the reduction of the share premium account of the Company by £855,926,402 resolved on and effected by a Special Resolution passed at a General Meeting of the Company held on 10 February 2020 be and the same is hereby confirmed in accordance with the provisions of the Companies Act 2006

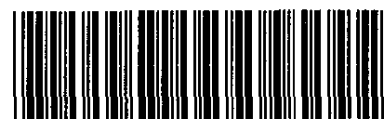
AND THIS COURT APPROVES the statement of capital set out in the Second Schedule hereto

AND IT IS ORDERED:

- 1** that this Order be produced to the Registrar of Companies and that a copy hereof be delivered to the Registrar of Companies together with a copy of the said statement of capital; and
- 2** that notice of the registration by the Registrar of Companies of this Order (insofar as it confirms the reduction of share premium account of the Company) and of the said statement of capital be published once in the Times newspaper within 21 days after such registration



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COMPANIES HOUSE

SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF
ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2019-006418

IN THE MATTER OF INVESTEC PLC

– and –

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT (under Part 26 of the Companies Act 2006)

BETWEEN

INVESTEC PLC

AND ITS

SCHEME SHAREHOLDERS

(as hereinafter defined)

PRELIMINARY

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

"Act"	the Companies Act 2006 (as amended)
"Articles"	the articles of association of the Company at any relevant date or time
"business day"	a day (excluding Saturdays, Sundays and public holidays) on which banks are generally open for business in the City of London
"certificated" or "in certificated form"	not in uncertificated form (that is, not in CREST)
"Company"	Investec plc, incorporated in England and Wales with registered number 03633621
"Court"	the High Court of Justice in England and Wales
"Court Hearing"	the hearing of the Court to consider and, if satisfied, sanction this Scheme and confirm the Demerger Reduction of Capital
"Court Meeting"	the meeting of the Scheme Shareholders convened pursuant to an order of the Court under section 896 of the Act to consider and, if thought fit, approve this Scheme, including any adjournment thereof
"Court Order"	the order of the Court sanctioning this Scheme under section 899 of the Act and confirming the Demerger Reduction of Capital under section 648 of the Act
"CREST"	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the Uncertificated Securities Regulations 2001 (as amended)
"Demerger Reduction of Capital"	the reduction of share premium account provided for in Clause 1.1
"Euroclear"	Euroclear UK & Ireland Limited, incorporated in England and Wales with registered number 02878738
"holder"	a registered holder and includes a person entitled by transmission

"IAM UK"	Investec Asset Management Limited, incorporated in England and Wales with the registered number 02036094
"IAM UK Shares"	ordinary shares of £1.00 each in the capital of IAM UK
"members"	members of the Company on the Register at any relevant date or time
"Ninety One Limited"	Investec Asset Management SA Group Limited, incorporated and registered in South Africa with registration number 2019/526481/06
"Ninety One Limited Shares"	ordinary shares in the capital of Ninety One Limited
"Ninety One plc"	Investec Asset Management UK Group plc, incorporated in England and Wales with registered number 12245293
"Ninety One plc Shares"	ordinary shares of £0.0001 each in the capital of Ninety One plc
"Ordinary Shares"	ordinary shares of £0.0002 each in the capital of the Company
"Register"	the register of members of the Company, comprising the UK Register and the SA Register
"Registrar of Companies"	the Registrar of Companies in England and Wales
"SA Register"	the South African branch of the Company's register of members maintained in South Africa on behalf of the Company
"Scheme"	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 Ninety One plc
"Scheme Effective Time"	the time and date at which this Scheme becomes effective in accordance with Clause 5
"Scheme Record Time"	6.00 p.m. on the second Friday after the date of the Court Hearing
"Scheme Shareholder"	a holder of Scheme Shares at any relevant date or time
"Scheme Shares"	<p>(i) the Ordinary Shares in issue at the date of this Scheme;</p> <p>(ii) any Ordinary Shares issued after the date of this Scheme and before the Scheme Voting Record Time; and</p> <p>(iii) any Ordinary Shares issued at or after the Scheme Voting Record Time and before the Scheme Record Time on terms that the holder thereof shall be bound by this Scheme, or in respect of which the original or any subsequent holders thereof shall have agreed in writing to be bound by this Scheme.</p> <p>and in each case, where the context requires, remaining in issue at the Scheme Record Time</p>
"Scheme Voting Record Time"	6.00 p.m. on the day which is two business 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 business days before the date of such adjourned Court Meeting
"Statement of Capital"	the statement of capital scheduled to the Court Order, as approved by the Court
"UK Register"	the Company's principal register of members maintained in the United Kingdom
"uncertificated" or "in uncertificated form"	recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST

References to Clauses are to clauses of this Scheme, and references to time are to London time

- (B) The issued share capital of the Company as at the close of business on 22 November 2019 (being the latest practicable date prior to the date of this Scheme) was £30,543.34 and R131.45 divided into: (i) 696,082,618 ordinary shares of £0.0002 each; (ii) one special voting share of £0.001; (iii) 318,904,709 special converting shares of £0.0002 each; (iv) one dividend access share (for the benefit of non-UK resident Investec Limited Ordinary Shareholders) of £0.0001; (v) one dividend access share (for the benefit of UK resident Investec Limited Ordinary Shareholders) of £0.0001; (vi) 2,754,587 preference shares of £0.01 each; and (vii) 131,447 preference shares of R0.001 each. All of such shares were credited as fully paid and none were held in treasury.
- (C) The special voting share, special converting shares, dividend access shares and preference shares are not Scheme Shares and are not subject to this Scheme.
- (D) Ninety One plc was incorporated on 4 October 2019 under the Act as a public limited company. The issued share capital of Ninety One plc at the date of this Scheme is £50,000.0001 divided into one ordinary share of £0.0001 and 50,000 redeemable shares of £1.00 each.
- (E) Ninety One plc has agreed to appear by Counsel at the hearing to sanction this Scheme and to submit to be bound by and to undertake to the Court to be bound by this Scheme and 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. DEMERGER REDUCTION OF CAPITAL

- 1.1 At the Scheme Effective Time, the share premium account of the Company shall be reduced by £855,926,402 and:
 - 1.1.1 part thereof shall be repaid, which repayment shall be satisfied by the Company transferring, or procuring the transfer of, such number of IAM UK Shares, as may be determined by the directors of the Company, up to a maximum of 670,789 IAM UK Shares, to Ninety One plc in consideration for the allotment and issue by Ninety One plc to the Scheme Shareholders (as appearing in the Register at the Scheme Record Time) of one Ninety One plc Share for every two Scheme Shares held by them; and
 - 1.1.2 the balance (if any) thereof shall be retained by the Company and transferred to the reserves of the Company to be available for future distributions by the Company from time to time or applied by the Company from time to time toward any purpose to which such reserves may be applied
- 1.2 Fractions of Ninety One plc Shares shall not be issued to Scheme Shareholders pursuant to this Scheme. The aggregated number of Ninety One plc Shares to which Scheme Shareholders are entitled under Clause 1.1 shall be rounded down to the nearest whole number of Ninety One plc Shares, resulting in allocations of whole numbers of Ninety One plc Shares and a cash payment shall be made to the relevant Scheme Shareholder in respect of the fraction to which they otherwise would have been entitled. For the purposes of determining fractional entitlements, each portion of a Scheme Shareholder's holding which is recorded in the Register by reference to a separate designation at the Scheme Record Time, whether in certificated or uncertificated form, shall be treated as a separate holding. The cash payment due to the relevant Scheme Shareholder shall be determined by reference to the volume-weighted average price of the Ninety One Limited Shares traded on the Johannesburg Stock Exchange on the first day of trading in such shares, less 10% of such volume-weighted average price.
- 1.3 The Ninety One plc Shares allotted and issued pursuant to Clause 1.1 shall be issued and credited as fully paid, shall rank equally in all respects with all other fully paid Ninety One plc Shares in issue at the Scheme Effective Time and shall be entitled to all dividends and other distributions declared, paid or made by Ninety One plc by reference to a record date at or after the Scheme Effective Time
- 1.4 The IAM UK Shares transferred pursuant to Clause 1.1 shall be transferred fully paid, with full title guarantee, free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or other interests, and together with all rights attached thereto including voting rights and the right to receive all dividends and other distributions declared, paid or made by IAM UK by reference to a record date on or after the Scheme Effective Time.
- 1.5 The transfer of IAM UK Shares to Ninety One plc pursuant to Clause 1.1 shall be effected by means of a form or forms of transfer or other instrument or instruction of transfer.

2. OVERSEAS SHAREHOLDERS

- 2.1 The provisions of Clause 1 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if, in respect of any Scheme Shareholder with a registered address in a jurisdiction outside of the United Kingdom or South Africa, or whom the Company reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom or South Africa, the Company is advised that the allotment and/or issue of Ninety One plc Shares pursuant to Clause 1 would or may infringe the laws of such jurisdiction or would or may require the Company or Ninety One plc to comply with any governmental or other consent or any registration, filing or other formality with which the Company or Ninety One plc is unable to comply or compliance with which the Company regards as unduly onerous, the Company may, in its sole discretion:

- 2.1.1 determine that such Ninety One plc Shares shall be sold, in which event the Ninety One plc Shares shall be issued to such Scheme Shareholder and the Company shall appoint a person to act pursuant to this Clause 2.1.1 and such person shall be authorised on behalf of such Scheme Shareholder to procure that such Ninety One plc Shares shall, as soon as practicable following the Scheme Effective Time, be sold; or
 - 2.1.2 determine that such Ninety One plc Shares shall not be issued to such Scheme Shareholder but shall instead be issued to a nominee for such Scheme Shareholder appointed by the Company on terms that the nominee shall, as soon as practicable following the Scheme Effective Time, sell the Ninety One plc Shares so issued.
- 2.2 Any sale under Clause 2.1 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 any value added tax payable on the proceeds of sale) shall be paid to such Scheme Shareholder by sending a cheque or creating an assured payment obligation in accordance with the provisions of Clause 3.
- 2.3 To give effect to any sale under Clause 2.1, the person appointed by the Company in accordance with Clause 2.1.1 shall be authorised as attorney or agent on behalf of the Scheme Shareholder concerned, and the nominee appointed by the Company in accordance with Clause 2.1.2 shall be authorised, to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer and to give such instructions and to do all other things which he or she may consider necessary or expedient in connection with such sale. In the absence of bad faith or wilful default, none of the Company, Ninety One plc or the person or nominee so appointed shall have any liability for any determination made pursuant to Clause 2.1 or for any loss or damage arising as a result of the timing or terms of any sale pursuant to Clause 2.1.

3. SETTLEMENT

- 3.1 As soon as practicable after the Scheme Effective Time:
- 3.1.1 the Company shall transfer the IAM UK Shares which it is required to transfer to Ninety One plc pursuant to Clause 1.1;
 - 3.1.2 Ninety One plc shall allot and issue the Ninety One plc Shares which it is required to issue to Scheme Shareholders pursuant to Clause 1.1, and in the case of Scheme Shares which at the Scheme Record Time are held:
 - (a) in certificated form, the Company and Ninety One plc shall procure the despatch of certificates for such Ninety One plc Shares to the persons entitled thereto;
 - (b) in uncertificated form, the Company and Ninety One plc shall procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant Scheme Shareholder with such Scheme Shareholder's entitlement to such Ninety One plc Shares, provided that the Company and Ninety One plc reserve the right to settle all or part of such consideration in the manner set out in Clause 3.1.2(a) if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this Clause 3.1.2(b);
 - 3.1.3 in the case of Ninety One plc Shares in respect of which a cash payment is made for a fractional entitlement pursuant to Clause 1.2 or sold pursuant to Clause 2.1 and issued in respect of Scheme Shares which at the Scheme Record Time are in certificated form, the Company and Ninety One plc shall procure the despatch to the persons entitled thereto of cheques for the sums payable to them respectively; and
 - 3.1.4 in the case of Ninety One plc Shares in respect of which a cash payment is made for a fractional entitlement pursuant to Clause 1.2 or sold pursuant to Clause 2.1 and issued in respect of Scheme Shares which at the Scheme Record Time are in uncertificated form, the Company and Ninety One plc shall procure that Euroclear is instructed to create an assured payment obligation in favour of the payment bank of the persons entitled thereto in accordance

with the CREST assured payment arrangements for the sums payable to them respectively, provided that the Company and Ninety One plc reserve the right to make payment of the said sums by cheque as set out in Clause 3.1.3 if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this Clause 3.1.4.

3.2 All deliveries of share certificates or cheques pursuant to this Scheme shall be effected by sending the same in prepaid envelopes addressed to the persons entitled thereto at their respective addresses as appearing in the Register or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in the Register in respect of such joint holding at the Scheme Record Time, and none of the Company, Ninety One plc or any person appointed by the Company or Ninety One plc or their respective agents shall be responsible for any loss or delay in the transmission or delivery of any share certificates or cheques sent in accordance with this Clause 3.2 which shall be sent at the risk of the persons entitled thereto.

3.3 All cheques shall be in the local currency of the branch register on which the relevant Scheme Shareholder is registered (using an exchange rate determined by the directors of the Company) and shall be made payable to the persons respectively entitled to the monies represented thereby and the encashment of any such cheque or the creation of any such assured payment obligation in accordance with Clause 3.1.4 shall be a complete discharge of the Company's and Ninety One plc's obligations under this Scheme to pay the monies represented thereby.

3.4 The provisions of this Clause 3 shall be subject to any condition or prohibition imposed by law.

4. MANDATES

All mandates relating to the monetary payment of dividends on the Scheme Shares and other instructions, including communication preferences, given to the Company by Scheme Shareholders and in force at the Scheme Record Time shall, unless and until revoked or amended, be deemed as from the Scheme Effective Time to be valid and effective mandates and instructions to Ninety One plc in relation to the Ninety One plc Shares issued in respect thereof.

5. SCHEME EFFECTIVE TIME

5.1 This Scheme shall become effective as soon as a copy of the Court Order sanctioning this Scheme under section 899 of the Act and confirming the Demerger Reduction of Capital under section 648 of the Act, together with the Statement of Capital, shall have been delivered to the Registrar of Companies and, if so ordered by the Court, the Court Order and the Statement of Capital shall have been registered by the Registrar of Companies.

5.2 Unless this Scheme shall have become effective on or before 30 September 2020, or such later date, if any, as the Company and Ninety One plc may agree and the Court may allow, this Scheme shall never become effective.

6. MODIFICATION

The Company and Ninety One plc 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 29 November 2019