

AGREED FORM

DATED [_____] 2013

SCHRODERS PLC

**DEED
constituting Floating Rate
Unsecured Loan Notes**

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(GPXB/SCQM/AIZD)

515306882

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THIS DEED is made on [•] 2013

BY:

SCHRODERS PLC incorporated in England and Wales with registered number 3909886 whose registered office is at 31 Gresham Street, London EC2V 7QA (the “**Company**”).

WHEREAS:

- (A) The Company has resolved pursuant to a resolution of a duly authorised committee of its board of directors passed on 15 April 2013 to create the Loan Notes (as defined below) to be issued in connection with the Acquisition (as defined below).
- (B) The Company has determined to constitute the Loan Notes in the manner set out in this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- (A) In this Deed, including its Recitals and Schedules, unless the subject or context requires otherwise, the following expressions shall have the meanings set out opposite them below:

“ Acquisition ”	means the acquisition by the Company of all of the issued and to be issued share capital of the Target;
“ Australia ”	means the Commonwealth of Australia, its territories and possessions;
“ Business Day ”	means a day, other than a Saturday, Sunday or public holiday, on which commercial banks and foreign exchange markets are open for general business in London;
“ Canada ”	means Canada, its provinces and territories and all areas subject to its jurisdiction or any political sub-division thereof;
“ Conditions ”	means the conditions of the Loan Notes, to be endorsed on each Loan Note, set out in Part 2 of Schedule 1 (as from time to time modified in accordance with their terms);
“ Deed ”	means this Deed and the Schedules appended to it as modified from time to time;

“Directors”	means the board of directors at the relevant time of the Company or a duly authorised committee thereof;
“Family Trust”	means, as regards any individual, a trust under which no immediate beneficial interest in any of the Loan Notes is for the time being vested in any person other than the individual or Relatives of the individual and by virtue of which no voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by or subject to the consent of any person other than the individual and the Relatives of the individual or the trustees of such trust in that capacity;
“FCA”	means the Financial Conduct Authority or any successor authority or authorities;
“Final Redemption Date”	means the fifth anniversary of the date of issue of the Loan Notes (or, if such day is not a Business Day, the next succeeding Business Day) or such later date as the Company may set in accordance with Condition 6 (Extension);
“Financial Adviser”	means Gleacher Shacklock LLP or such other financial adviser of international repute in the City of London as may be nominated by the Company;
“First Redemption Date”	means the day falling twelve months and one day after the date of issue of the Loan Notes (or, if such day is not a Business Day, the next succeeding Business Day);
“Group”	means the Company and its Subsidiaries from time to time;
“Indebtedness”	means the aggregate principal moneys from time to time payable in respect of the Loan Notes together with all accrued interest (less tax where deduction thereof is required by law in respect of those Loan Notes);
“Interest Payment Dates”	means 31 December 2013 and thereafter 30 June and 31 December (or, if any such day is not a Business Day, the next succeeding Business Day) in each year up to and including the Final Redemption Date;

“Interest Period”

means:

- (i) in the case of periods other than the first Interest Period and the final Interest Period, the period from and including the last preceding Interest Payment Date up to (but excluding) the next succeeding Interest Payment Date;
- (ii) in the case of the first Interest Period, the period from (and including) the date of issue of the Loan Notes, up to (but excluding) the first Interest Payment Date; and
- (iii) in the case of the final Interest Period, the period from (and including) the last preceding Interest Payment Date up to (but excluding) the Final Redemption Date;

“Interest Rate”

means, in relation to an Interest Period:

- (i) where LIBOR for the Interest Period is at or below 50 basis points, LIBOR less 25 basis points, subject to a minimum of zero per cent.;
- (ii) where LIBOR for the Interest Period is at or above 300 basis points, 250 basis points; and
- (iii) where LIBOR for the Interest Period is between 50 and 300 basis points, LIBOR less a margin where the margin is determined by increasing the margin below LIBOR on a straight line basis from 25 basis points where LIBOR is at 50 basis points to a margin below LIBOR of 50 basis points where LIBOR is at 300 basis points,

and, if LIBOR cannot be established for an Interest Period, references in this paragraph to LIBOR shall be to the Reserve Interest Rate;

“LIBOR”

means, in relation to an Interest Rate, the rate per annum which is the offered rate for six months

Sterling deposits which appears on:

- (i) Reuters screen page LIBOR01; or
- (ii) if that page is replaced or if that service ceases to display such information, such page as displays such information on such equivalent service,

at or about 11.00 a.m. (London time) on the first Business Day of the relevant Interest Period;

“Listing Rules”	the listing rules contained in the FCA Handbook;
“Loan Notes”	means the Floating Rate Unsecured Loan Notes of the Company constituted by this Deed and any further Loan Notes created pursuant to Clause 2 to form a single series with the original Loan Notes;
“Loan Note Certificate”	shall have the meaning given in Clause 7(A);
“New Company”	shall have the meaning given in Clause 11(A);
“Noteholders”	means the person or persons at the relevant time entered in the Register as holders of Loan Notes;
“Notice of Availability”	shall have the meaning given in Clause 10(A);
“Notice of Repayment”	means a notice in the form set out in Part 3 of Schedule 1;
“Original Debtor”	shall have the meaning given in Clause 11(A);
“Permitted Transferee”	means: <ul style="list-style-type: none"> (i) as regards a Noteholder, a Relative of the Noteholder and the trustees of a Family Trust of the Noteholder; and (ii) any Unit Trust;
“Provisions”	means the provisions for meetings of Noteholders set out in Schedule 2;

“Redemption Date”	means the First Redemption Date and thereafter 30 June and 31 December in each year (or if any such day is not a Business Day the next succeeding Business Day) up to, and including the Final Redemption Date;
“Register”	means the register of Noteholders maintained by or on behalf of the Company pursuant to the provisions of this Deed;
“Registrar”	means any registrar or registrars as may be appointed by the Company from time to time;
“Registrar’s Office”	means the office at which the Register is maintained by any Registrar from time to time, which, in the case of Computershare Investor Services plc, means, as at the date of this Deed, the office at The Pavilions, Bridgwater Road, Bristol, BS99 6ZZ;
“Relative”	means a spouse/civil partner, parent, child, stepchild, grandchild, great grandchild or adopted child;
“Reserve Interest Rate”	means, in relation to an Interest Period, the rate of interest which the Company shall determine on the basis of the average (rounded down where necessary to the nearest whole multiple of one-sixteenth of 1.0 per cent.) of the respective rates per annum at which any two London clearing banks selected by the Company are prepared to offer Sterling deposits of £1,000,000 for a period equal to, or as nearly as possible to, the Interest Period in question to leading banks in the London inter-bank market at or about 11.00 a.m. (London time) on the first Business Day of the relevant Interest Period and a certificate in writing, under the hand of a duly authorised official of the Company, shall be conclusive evidence of that rate and shall be binding on the Noteholders, the Company and any Guarantor;
“Restricted Jurisdiction”	means Australia, Hong Kong, the United States and any other jurisdiction where the relevant action would constitute a violation of the relevant laws and regulations of such jurisdiction;
“Restricted Overseas Person”	means:

- (i) a US Person; or
- (ii) a person (including an individual, partnership, unincorporated syndicate, limited liability company, unincorporated organisation, incorporated association, trust, trustee, executor, administrator or other legal representative) resident in a Restricted Jurisdiction;

“Special Resolution”	has the meaning set out in the Provisions;
“Sterling” or “£”	means the lawful currency of the United Kingdom;
“Subsidiaries”	means, in relation to any company, any subsidiaries (as defined in section 1159 of the Companies Act 2006) of that company;
“Substituted Company”	shall have the meaning given in Clause 11(A);
“Substituted Deed”	shall have the meaning given in Clause 11(A);
“Target”	means Cazenove Capital Holdings Limited;
“TCGA 1992”	means the Taxation of Chargeable Gains Act 1992;
“Unit Trust”	means any collective investment scheme in respect of which any member of the Group is the manager, authorised company director or equivalent including for the avoidance of doubt any unit trust scheme proposed to be established in connection with a Unit Trust Rollover;
“Unit Trust Company”	means any company whose shares are directly held wholly or partly by or for the account of a Unit Trust;
“Unit Trust Rollover”	means the opportunity for Noteholders to give up their Loan Notes for units in one or more Unit Trusts, as further described in the scheme document published by the Target in connection with the Acquisition;
“United States”	means the United States of America, its members and possessions, any State of the United States and the District of Columbia and all other areas subject to its jurisdiction;

“US Dollars” means the lawful currency of the United States; and

“US Person” means a US person as defined in Regulation S of the United States Securities Act of 1933 (as amended).

- (B) Words denoting the singular number shall include the plural number and vice versa, words denoting the masculine gender shall include the feminine gender. References to a “person” shall be construed so as to include any individual, firm, company, corporation, body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality).
- (C) References to Schedules are to the schedules to this Deed which form part of this Deed and shall have the same force and effect as if set out in the body of this Deed and any reference to this Deed shall include the Schedules.
- (D) Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.
- (E) All headings and titles are inserted for convenience only and shall not affect the interpretation of this Deed.
- (F) The terms set out in this Deed shall enure for the benefit of each Noteholder, its successors and its Permitted Transferees.

2. ISSUE, FORM AND STATUS

- (A) The principal amount of the Loan Notes is limited to £[•].
- (B) The Company may, from time to time by resolution of its Directors:
 - (i) create and issue further Loan Notes (in good faith, on arm’s length terms and not merely to reduce the voting rights of existing holders of Loan Notes), to be constituted by a deed or instrument executed by the Company expressed to be supplemental hereto so as to form a single series with the original Loan Notes but to carry such rights as to interest, redemption and otherwise as the Directors may think fit; or
 - (ii) following the issue of all Loan Notes to be issued pursuant to the Acquisition, cancel any Loan Notes created but unissued.
- (C) For the avoidance of doubt, the execution of any deed constituting further Loan Notes issued pursuant to sub-clause 2(B)(i) above shall not be deemed to be a modification, variation or abrogation of this Deed.
- (D) The Loan Notes issued from time to time by the Company shall rank pari passu equally and rateably with the other unsecured and unsubordinated obligations

of the Company, except for obligations mandatorily preferred by law applying to companies generally.

- (E) The Loan Notes shall be issued credited as fully paid in denominations or integral multiples of one pound Sterling (£1) in nominal amount and shall be held subject to and with the benefit of the Conditions and the Provisions. The Conditions and Provisions and all the obligations and covenants contained in them on the parts of the Company and the Noteholders shall be binding on the Company and the Noteholders and all persons claiming through them and shall take effect in the same manner as if the Conditions and Provisions were set out in the body of this Deed.

3. INTEREST

Pending redemption or repayment of the Loan Notes in accordance with the Conditions, the Company will pay interest to each Noteholder on the outstanding principal amount of his Loan Notes as provided in the Conditions.

4. REDEMPTION AND REPAYMENT

Subject to the Conditions, as and when the Loan Notes or any of them are required to be redeemed or repaid in accordance with the Conditions, the Company shall pay to the Noteholders the full amount of the Indebtedness payable in respect of the Loan Notes held by them respectively or, as the case may be, such part of such Indebtedness as in accordance with the Conditions is required to be redeemed or repaid.

5. PAYMENTS

- (A) The principal moneys and interest payable upon the Loan Notes may be paid:
- (i) by cheque or warrant sent through the post, at the risk of the Noteholder, to the registered address of the Noteholder or, in the case of joint Noteholders to the registered address of that one of the joint Noteholders who is first named on the Register or to such person and to such address as the Noteholder or joint Noteholders may in writing direct; or
 - (ii) by bank transfer or by means of Bankers Automated Clearing System to such person and to such bank account as is authorised in accordance with the terms of the scheme document published by the Target in connection with the Acquisition, or as the Noteholder or, in the case of joint Noteholders, as the Noteholder who is first named on the Register, may in writing otherwise direct, subject to any charges, costs and expenses which may properly be incurred in connection therewith by the Company being paid by the relevant Noteholder or Noteholders. A Noteholder shall, within ten (10) Business Days of a written request from the Company, give full details of the bank account in the name of that Noteholder to whom the sum so payable is to be paid.

- (B) Any such cheque or warrant shall be made payable to the order of the Noteholder to whom it is sent and payment of or by the cheque, warrant or bank transfer shall be a satisfaction of the principal and/or interest represented thereby. All payments of principal and/or interest to be made by the Company will be made after any deduction or withholding for or on account of any present or future tax required by law to be deducted or withheld.

6. ENFORCEMENT

Subject to paragraphs 10(A) and (B) of Schedule 2, at any time after the Loan Notes have become repayable or any interest on the principal has become payable, the Noteholders or any of them may, without further notice, institute such proceedings as they may think fit to enforce payment of the moneys due on that date in accordance with the Conditions.

7. CERTIFICATES AND REGISTER

- (A) Each Noteholder shall be entitled free of charge to a certificate for the Loan Note or Loan Notes (a "**Loan Note Certificate**") registered in his name. Joint holders of Loan Notes will be entitled to only one Loan Note Certificate in respect of the Loan Notes held by them jointly which will be delivered to the first-named of such joint holders on the Register unless all such joint holders otherwise specify in writing. The Loan Note Certificates shall refer to this Deed, shall be substantially in the form set out in Part 1 of Schedule 1, shall have endorsed on them the Conditions and a repayment notice in the form set out in Part 3 of Schedule 1 and shall be issued under the signature of two duly authorised signatories of the Company or under the common or securities seal of the Company to be affixed in the manner provided by the Articles of Association at the relevant time of the Company or in such other manner as may be permitted by statute and authorised by the Directors.
- (B) The Company shall, or shall procure that the Registrar shall, at all times keep at its offices or at the address printed on the Loan Notes as the Registrar's Office (or at such other place within the United Kingdom as the Company may from time to time notify to Noteholders) the Register recording:
- (i) the number of Loan Notes and the amount of Indebtedness at the relevant time issued and outstanding;
 - (ii) the date of issue of the Loan Notes and all subsequent transfers of them;
 - (iii) the names, addresses and, where relevant, bank accounts of the Noteholders;
 - (iv) the principal amount of Loan Notes registered in their respective names; and

- (v) the dates on which they were entered on the Register in respect thereof.
- (C) A Noteholder shall be entitled, at all reasonable times during office hours, to inspect the Register.
- (D) The Company will recognise each Noteholder as the absolute owner of his Loan Notes and will not be bound to take notice of or to see to the execution of any trust whether express, implied or constructive to which any Loan Note may be subject. The receipt of such Noteholder, or, as regards interest, the receipt of the person registered as holder of a Loan Note on the relevant date (or in either case in the case of joint holdings of any one of such holders), for the interest on or for the moneys payable upon the redemption or payment of his Loan Notes shall be a good discharge to the Company notwithstanding any notice it may have, whether express or otherwise, of the right, title, interest or claim of any person (other than the Noteholder) to or in such Loan Note, interest or moneys.
- (E) No notice of any trust, express, implied or constructive, shall (except as provided by statute or as required by an order of a court of competent jurisdiction) be entered on the Register in respect of any Loan Notes.
- (F) Each Noteholder, whether the original or any subsequent holder of the Loan Notes, shall be recognised by the Company as entitled to payment of the principal moneys or interest payable in respect of his Loan Notes free of any equity, set-off or cross-claim on the part of the Company.
- (G) The personal representatives of a deceased Noteholder (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to or interest in that Loan Note on the death of such Noteholder.
- (H) In the case of the death of any of the joint holders of any Loan Note, the survivors or survivor will be the only persons or person recognised by the Company as having any title to or interest in that Loan Note.
- (I) Any person becoming entitled to a Loan Note in consequence of the death or bankruptcy of any Noteholder or otherwise by operation of law, may, upon producing such evidence that he is so entitled as the Directors may reasonably require, be registered himself as the Noteholder or, subject to the Conditions as to transfer, may transfer that Loan Note.

8. TRANSFER

- (A) Subject to Clause 8(F), the Loan Notes may be transferred only to Permitted Transferees and only in amounts or integral multiples of £100 in nominal amount (or amounts equal to the entire holding of the relevant Noteholder, whatever the amount) subject to the registration of such transfer in the Register. Such transfer shall be in writing signed by or on behalf of the transferor or his personal representatives or, in the case of a corporation, under its common or corporate seal or under the hand of a duly authorised representative (in which

event the transfer must be accompanied by the authority of such person), and may be in any usual or common form.

- (B) Every instrument of transfer in respect of the Loan Notes must be left with the Registrar at the Registrar's Office, and must be accompanied either by (a) the relevant Loan Note Certificate; (b) an indemnity in respect of the loss thereof; or (c) confirmation that the Loan Note Certificate is in the hands of the Registrar; (in the case of (b) or (c) both in a form reasonably satisfactory to the Company) and such other evidence as the Directors may reasonably require to prove the title of the transferor and/or his right to transfer the Loan Note or Loan Notes. All instruments of transfer which are registered shall be retained by or on behalf of the Company.
- (C) No transfer of Loan Notes shall be registered during the fourteen (14) days immediately preceding any Interest Payment Date.
- (D) No fee shall be payable in respect of any transfer. If applicable, a balancing Loan Note Certificate shall be issued without charge to the person or persons entitled to it as soon as possible.
- (E) The Loan Notes are not, and will not be, registered under the United States Securities Act of 1933 (as amended) or under the applicable securities laws of any Restricted Jurisdiction and no steps have been or will be taken to enable the Loan Notes to be offered in compliance with the relevant securities laws of any Restricted Jurisdiction. Accordingly, the Loan Notes may not be offered, sold or delivered, directly or indirectly, in or into any Restricted Jurisdiction. No transfer of Loan Notes in breach of this restriction will be registered by or on behalf of the Company.
- (F) Subject to any restrictions notified in writing by the Company to a relevant Unit Trust, any Loan Notes registered in the name of a Unit Trust shall be freely transferable and shall not be subject to the restrictions set out in Clause 8(A).

9. REPLACEMENT OF LOAN NOTES

If any Loan Note Certificate is defaced, worn-out, lost or destroyed it may be renewed or replaced on such terms (if any) as to evidence and indemnity and payment of any expenses incurred by the Company in investigating any relevant evidence as the Directors may reasonably determine but otherwise free of charge and (in the case of defacement or wearing-out) upon delivery up of the old Loan Note Certificate.

10. NOTICES

- (A) The Company may give any notice or may send any other document (except for a Loan Note Certificate, which shall be sent in accordance with Clause 10(B) below) to a Noteholder:
 - (i) personally;

- (ii) by sending it by post in a prepaid envelope addressed to the Noteholder at his address as shown in the Register;
 - (iii) by leaving it at the address of the Noteholder as shown in the Register;
 - (iv) by sending it as an electronic communication to the Noteholder to any electronic address which the Noteholder has previously notified to the Company as being suitable for that purpose; or
 - (v) by placing it on a website or websites and giving the Noteholder a notice stating that the notice or other document is available on such website(s) (a "**Notice of Availability**"). A Notice of Availability may be given to the Noteholder by any of the methods set out in Clauses 10(A)(i) – 10(A)(iv) above.
- (B) The Company may send a Loan Note Certificate to a Noteholder by any of the methods set out in Clauses 10(A)(i) - 10(A)(iii) above.
- (C) In the case of joint holders of a Loan Note, all notices shall be given to the holder who is first named in the Register in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A Noteholder whose address as shown in the Register is not within Jersey or the United Kingdom and who gives to the Company an address within Jersey or the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address in Jersey or the United Kingdom, but, unless he does so, no such Noteholder shall be entitled to receive any notice from the Company.
- (D) Any notice to be given to a Noteholder may be given by reference to the Register as it stands at any time within the period of fifteen (15) days before the notice is given and no change in the Register after that time shall invalidate the giving of the notice.
- (E) Every person who becomes entitled to a Loan Note shall be bound by any notice in respect of that Loan Note which, before his name is entered in the Register, has been given to the person(s) from whom he derives his title, whether derived directly or indirectly.
- (F) Where, by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a meeting of Noteholders by notice sent by post, notice of the meeting shall be sufficiently given if given by advertisement in two leading national daily newspapers published in the United Kingdom. The Company shall send a confirmatory copy of the notice to Noteholders by post if, at least six (6) clear days before the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.
- (G) Any notice to be given by the Company to the Noteholders or any of them and not provided for by or pursuant to the Conditions shall be sufficiently given if

given by advertisement in at least two leading national daily newspapers published in the United Kingdom.

- (H) Any notice required to be given to the Company by the Noteholders under this Deed may be given either personally or by sending it by post, in either case to the Company or Registrar's Office (or such other address for this purpose chosen by the Company and notified to the Noteholders).
- (I) A notice sent by post shall be deemed to have been given on the Business Day following that on which it was posted unless it was sent by second class post or there is only one class of post in which case it shall be deemed to have been given on the second Business Day after it was posted. Proof that the envelope containing the notice was properly addressed, prepaid and posted shall be conclusive evidence that notice was given. A notice given personally or by advertisement shall be deemed to have been served on the day on which the notice is delivered or the advertisement appears. A notice given by electronic communication shall be deemed to be given on the Business Day following that on which the communication was sent. A notice placed on the website(s) of the Company shall be deemed to be given on the Business Day following that on which the Notice of Availability was given to the Noteholder.
- (J) A notice may be given by the Company to a person entitled to a Loan Note in consequence of the death or bankruptcy of a Noteholder by sending or delivering it in any manner authorised by this Deed for the giving of notice to a Noteholder addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any like description, at the address, if any, within the United Kingdom supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy of the Noteholder had not occurred.

11. SUBSTITUTION OF PRINCIPAL DEBTOR OR EXCHANGE OF LOAN NOTES

- (A) The Company (or any previous Substituted Company or New Company (each as defined below) appointed under this Clause 11 (the "**Original Debtor**") may, without the consent of the Noteholders, either:
 - (i)
 - (a) substitute wholly or partly in its place as the principal debtor under this Deed or any deed expressed to be supplemental hereto; and
 - (b) substitute in its place as the principal debtor under the Loan Notes (or any of them), the Loan Notes in respect of which such a substitution is made being the "**Substituted Loan Notes**",
- any other member of the Group, any Unit Trust Company or any other company (hereinafter called the "**Substituted Company**") by means of

a deed (the “**Substituted Deed**”) executed by the Original Debtor in such form as the Original Debtor and the Substituted Company shall agree, a copy of which shall be made available for inspection by the holders of the Substituted Loan Notes, provided that the Original Debtor’s right to effect substitution pursuant to this Clause 11 shall be exercisable only if such substitution would not, under the laws in force at the time it was intended to effect the same, itself constitute a disposal of the Loan Notes (or any of them) for the purposes of United Kingdom taxation of chargeable gains. The Company may exercise its rights under this Clause 11(A)(i) in respect of more than one Substituted Company so that there may be more than one Substituted Company at any one time, provided that each Substituted Company shall be the principal debtor under different Substituted Loan Notes; or

- (ii) after 30 September 2013, require all or any of the Noteholders to exchange their Loan Notes for loan notes of the same principal value issued on the same terms mutatis mutandis by one or more members of the Group, any Unit Trust Company or any other company (the “**New Company**”), provided that the Original Debtor’s right to require an exchange pursuant to this Clause 11 shall be exercisable only if:
 - (a) such exchange will fall within the provisions of section 135 TCGA 1992; and
 - (b) prior clearance has been received from HM Revenue & Customs under section 138 TCGA 1992 in respect of such exchange.

The Company may exercise its rights under this Clause 11(A)(ii) in respect of more than one New Company so that there may be more than one New Company at any one time, provided that each New Company shall hold different Loan Notes.

Before any such substitution or exchange shall become effective, the Company shall first enter into a guarantee in the form annexed as Schedule 3.

- (B) The aggregate liability of the Company under any guarantee or guarantees which is or are given by the Company under this Clause 11 in respect of all Unit Trust Companies or Subsidiaries of the Company, in each case where the relevant Unit Trust Company or Subsidiary of the Company becomes a Substituted Company or a New Company in connection with the Unit Trust Rollovers, shall be limited to such amount as the Company may lawfully guarantee without obtaining the approval of its shareholders pursuant to Chapter 10 of the Listing Rules.
- (C) Compliance with the provisions of Clause 11(A)(i) will operate, to the relevant extent, to:

- (i) release the Original Debtor from all or any of its obligations with respect to the Substituted Loan Notes under this Deed (or any previous Substituted Deed) and the Substituted Loan Notes save in respect of the guarantee contemplated by Clause 11(A), but without prejudice to any claims which have arisen prior to the date on which the substitution takes effect; and
 - (ii) novate to each new Substituted Company all of the Original Debtor's rights and obligations with respect to the relevant Substituted Loan Notes under this Deed (or any previous Substituted Deed) and the relevant Substituted Loan Notes, and all provisions of this Deed which operate by reference to matters or circumstances pertaining to the Original Debtor shall, in respect of the relevant Substituted Loan Notes, operate as if references to the Original Debtor were references to the new Substituted Company.
- (D) Not later than fourteen days after the execution of any Substituted Deed, the Original Debtor shall give notice of the substitution to the holders of the relevant Substituted Loan Notes. The non-receipt of notice by, or the accidental omission to give notice to, any holder of Substituted Loan Notes shall not invalidate any substitution pursuant to Clause 11(A)(i).
- (E) Upon the execution of a Substituted Deed and compliance with the other relevant provisions of this Clause 11, the Substituted Company shall be deemed (in respect of the relevant Substituted Loan Notes only) to be named in this Deed, on the relevant Substituted Loan Notes and in the Conditions as the principal debtor in the place of the Original Debtor as provided in the Substituted Deed. The existing Loan Note Certificates held by the holders of relevant Substituted Loan Notes (including the Conditions endorsed thereon) shall not be cancelled but shall remain valid in relation to the Substituted Company as aforesaid.
- (F) In respect of any Substituted Loan Note, the relevant Substituted Company shall have all the rights and obligations of the Company under this Deed and any reference in this Deed to the Company, other than references to the Company in connection with any guarantee given by the Company in respect of that Substituted Loan Note which for the avoidance of doubt shall be interpreted as references to Schrodgers plc, shall be deemed to be a reference to the relevant Substituted Company. Any Substituted Company shall be able to exercise its rights under this Deed independently of any exercise by the Company or any other Substituted Company of its rights under this Deed.
- (G) In respect of any Substituted Company, the holders of the Substituted Loan Notes for which that Substituted Company is the principal debtor may exercise their rights under this Deed independently of any other Noteholders and, for the purposes of Schedule 2, may convene a meeting of Substituted Noteholders and pass any resolution permitted by this Deed which shall apply only to the relevant Substituted Loan Notes.

- (H) Following any substitution pursuant to Clause 11(A)(i), the holders of Loan Notes which do not become Substituted Loan Notes in respect of such substitution (the “**Non-Substituted Noteholders**”) may exercise their rights under this Deed independently of any other Noteholders and, for the purposes of Schedule 2, may convene a meeting of the Non-Substituted Noteholders and pass any resolution permitted by this Deed which shall apply only to the Loan Notes which do not become Substituted Loan Notes in respect of such substitution.
- (I) Following any substitution pursuant to Clause 11(A)(i), any resolution of the Noteholders under Schedule 2 shall not be binding on a class of Noteholders unless approved by the relevant majority of such class of Noteholders. For the purposes of this Clause 11(I), a class of Noteholders is comprised of all Noteholders who hold Loan Notes for which the principal debtor is the same person.
- (J) The Original Debtor shall procure that the New Company gives notice of any exchange pursuant to Clause 11(A)(ii), and to the extent applicable (subject to the surrender of existing Loan Note Certificates to the Original Debtor) issues a new certificate in respect of the New Company’s loan notes, within 30 calendar days following the exchange, to each Noteholder whose Loan Notes are transferred. The non-receipt of notice by, or the accidental omission to give notice to, any Noteholder shall not invalidate any exchange pursuant to this Clause 11.

12. DEALINGS

The Loan Notes are not capable of being dealt in on any stock exchange, whether in the United Kingdom or elsewhere, and no application has been or is intended to be made to any stock exchange for the Loan Notes to be listed or otherwise traded.

13. INSPECTION

A copy of this Deed shall be kept at the registered office of the Company and any Noteholder and any person authorised by a Noteholder may at all reasonable times during office hours inspect it.

14. ENDORSEMENT

A memorandum of execution of any deed supplemental to this Deed shall be endorsed by the Company on this Deed.

15. GOVERNING LAW AND JURISDICTION

- (A) This Deed and the Loan Notes, and any dispute or claim arising out of or in connection with this Deed and the Loan Notes or their subject matter (including any non-contractual obligations, disputes or claims arising in connection therewith) shall be governed by and construed in accordance with English law.

- (B) The courts of England and Wales are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or the Loan Notes.

SCHEDULE 1**PART 1****FORM OF LOAN NOTE CERTIFICATE**

Certificate No.	Transfer number	Date of registration	Amount £
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SCHRODERS PLC
(the "**Company**")

(Registered in
England and Wales No. 3909886)

FLOATING RATE UNSECURED LOAN NOTES

Issued in accordance with the Company's Articles of Association and created pursuant to a Resolution of a duly appointed committee of the board of directors passed on 15 April 2013 with power reserved to create and issue further Loan Notes.

THIS IS TO CERTIFY THAT

the below-named (the "**Noteholder(s)**") is/are the registered holder(s) of the amount set out below of the Floating Rate Unsecured Loan Notes (the "**Loan Notes**") constituted by a deed entered into by the Company on [•] 2013 as amended and in force from time to time (the "**Deed**") and issued with the benefit of, and subject to, the provisions contained in such Deed and the Conditions endorsed hereon. Words and expressions defined in the Deed shall, unless the context requires otherwise, have the same meaning when used in this Loan Note Certificate.

Interest is payable on the Loan Notes in accordance with Condition 2 of the Conditions. The Loan Notes are repayable and redeemable in accordance with Condition 4 of the Conditions.

The Loan Notes are transferable only in accordance with Clause 8 of the Deed. Save as otherwise provided in the Deed, this Loan Note Certificate must be surrendered before any transfer of the Loan Notes can be registered or any new Loan Note Certificate can be issued.

This Loan Note Certificate is evidence of entitlement only. Title to the Loan Notes passes only on due registration on the Register and any payment due on the Loan Notes whether of principal or interest will be made only to the duly registered holder.

Names of Noteholder(s)

Amount of Notes (in nominal amount)

THE LOAN NOTES ARE NOT, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (AS AMENDED) OR UNDER THE APPLICABLE SECURITIES LAWS OF THE UNITED STATES, AUSTRALIA OR HONG KONG. THE LOAN NOTES MAY NOT BE OFFERED, SOLD OR DELIVERED IN OR INTO THE UNITED STATES, AUSTRALIA OR HONG KONG. NO TRANSFER OF THE LOAN NOTES IN BREACH OF THIS RESTRICTION WILL BE REGISTERED BY OR ON BEHALF OF THE COMPANY.

Any resale of the Loan Notes in Canada must be made in accordance with applicable securities laws which may require resales to be made in accordance with prospectus and dealer registration requirements or exemptions from the prospectus and dealer registration requirements. These resale restrictions may in some circumstances apply to resales of the Loan Notes outside of Canada. Canadian shareholders who elect to receive the Loan Note Alternative are advised to seek legal advice prior to any resale of the Loan Notes.

Schedule 2 to the Deed contains provisions relating to meetings of Noteholders.

A copy of the Deed is available for inspection at the registered office of the Company at 31 Gresham Street, London EC2V 7QA. Copies may be obtained by any Noteholder upon request and upon payment of a reasonable fee.

The Registrar and Registrar's Office as at the date of this Loan Note Certificate are: [] of [].

This Loan Note is executed and delivered as a deed by **SCHRODERS PLC**.

Executed as a deed by)
SCHRODERS PLC)
acting by a director) _____
in the presence of:) Director

Witness's signature: _____

Name (print): _____

Occupation: _____

Address: _____



**PART 2
THE CONDITIONS**

Words and expressions defined in the Deed shall bear the same meanings when used herein.

1. FORM AND STATUS

The Loan Notes are issued in amounts or integral multiples of £1 in nominal amount and constitute unsecured and unsubordinated obligations of the Company.

2. INTEREST

(A) Interest on the Loan Notes shall accrue from day to day, will be calculated on the basis of a 365 day year and will be payable on each Interest Payment Date in respect of the Interest Period commencing on the immediately preceding Interest Payment Date (or, in the case of the first Interest Period, the date of issue of the Loan Notes) at the Interest Rate.

(B) Interest shall cease to accrue on any Loan Notes becoming due for redemption, purchase or repayment as from the day prior to the relevant due date for payment, unless payment of the moneys due to the Noteholder shall not be made by the Company.

(C) Save in the case of a redemption under Condition 4(A), interest shall be paid on each Interest Payment Date to Noteholders on the Register at the close of business on the fourteenth (14th) day preceding the relevant Interest Payment Date and, for the purposes of the payment of interest, any transfer or transmission of any of such Loan Notes between such date and the relevant Interest Payment Date shall be disregarded.

(D) At the time interest is paid, the Company shall deliver to the Noteholder (or procure the delivery to the Noteholder of) a certificate as to the relevant Interest Rate, the gross amount of the relevant interest payment and the amount of tax, if any, deducted.

3. TAXES

The Company shall be entitled to deduct or withhold from any payments of interest or principal any present or future tax required by law to be deducted or withheld therefrom, and the Company shall promptly account to HM Revenue & Customs or other relevant tax authority for the amounts deducted or withheld.

4. REPAYMENT AND REDEMPTION

(A) Subject to the other provisions of this Condition 4, unless previously repaid, redeemed or purchased and cancelled, the Loan Notes will be redeemed in full at par on the Final Redemption Date together with accrued interest (subject to

any deduction or withholding required by law in respect of any tax) up to but excluding the Final Redemption Date.

- (B) Subject to the other provisions of this Condition 4, a Noteholder shall be entitled on any Redemption Date to require the whole (whatever the amount), or part only (being an amount or integral multiple of one hundred pounds sterling (£100) in nominal amount and disregarding accrued interest), of the principal amount payable on any Loan Note registered in his name to be repaid at par together with accrued interest up to but excluding the date of payment (subject to any deduction or withholding required by law in respect of any tax) by the Company upon giving to the Company or any Registrar not less than three (3) months' prior notice in writing to expire on or before the relevant Redemption Date and, subject to receiving such notice and upon such Redemption Date, the Company shall be entitled and bound to pay off that part of the Indebtedness in respect of which such notice has been given. No such notice may be given in respect of any Loan Note in respect of which notice of redemption has previously been given by the Company in accordance with Condition 4(E) below. Any such notice shall be given by the Noteholder by delivering to the Company or any Registrar the relevant Loan Note Certificate with the Notice of Repayment thereon duly completed.
- (C) Each Noteholder may, on any Redemption Date falling on or after the First Redemption Date, by giving no less than three (3) months' and no more than four (4) months' written notice to the Company ending on such Redemption Date, elect to require the Company to pay, on a redemption of the whole (whatever the amount) or any part (being £100 in nominal amount or any integral multiple thereof) of the principal amount of his Loan Notes to be redeemed, in lieu and in satisfaction of the principal amount in Sterling of the Loan Notes to be redeemed, an amount in US Dollars equal to the amount in US Dollars that the Sterling amount equal to the principal amount of such Loan Notes to be redeemed could have purchased on the fifth Business Day before the date of such notice from the Noteholder at the spot rate for the purchase of US Dollars with Sterling (the "**Noteholder US Dollars Redemption Amount**") certified by the Company as prevailing at 11.00 am (London time) on that day and, if such day is not a Business Day, the next following Business Day or as soon as practicable thereafter (rounded if necessary to the nearest cent (half a cent being rounded upwards)), provided that the Noteholder US Dollars Redemption Amount shall be not less than 99.5% or more than 100.5% (and, if it would otherwise be less than 99.5%, it shall be equal to 99.5% and, if it would otherwise be more than 100.5%, it shall be equal to 100.5%) of the amount in US Dollars that the Sterling principal amount of the Loan Notes to be redeemed could have purchased on such Redemption Date (at the spot rate on such Redemption Date certified by the Company, in accordance with the terms set out above). The certificate of the Company shall, in the absence of manifest error, be final and binding.
- (D) The Company may, on the Final Redemption Date, by giving no less than three (3) months' written notice to Noteholders ending on the Final Redemption Date, elect to pay to each Noteholder (subject to any exercise by such Noteholder of

his rights under Condition 4(B) above), in lieu and in satisfaction of the principal amount in Sterling of Loan Notes to be redeemed, an amount in US Dollars equal to the amount in US Dollars that the Sterling amount equal to the principal amount of such Loan Notes to be redeemed could have purchased on the fifth Business Day before the date of such notice from the Company at the spot rate for the purchase of US Dollars with Sterling (the "**Company US Dollars Redemption Amount**") certified by the Company as prevailing at 11.00 am (London time) on that day and, if such day is not a Business Day, the next following Business Day or as soon as practicable thereafter (rounded if necessary to the nearest cent (half a cent being rounded upwards)), provided that the Company US Dollars Redemption Amount shall be not less than 99.5% or more than 100.5% (and, if it would otherwise be less than 99.5%, it shall be equal to 99.5% and, if it would otherwise be more than 100.5%, it shall be equal to 100.5%) of the amount in US Dollars that the Sterling principal amount of the Loan Notes to be redeemed could have purchased on the Final Redemption Date (at the spot rate on that date certified by the Company, in accordance with the terms set out above). The certificate of the Company shall, in the absence of manifest error, be final and binding.

- (E) If at any time on or after the First Redemption Date, the aggregate nominal amount of all Loan Notes remaining outstanding equals or is below £2,000,000, the Company shall be entitled, on giving to the Noteholders not less than thirty (30) days' notice in writing, to redeem all (but not some only) of the outstanding Loan Notes at par together with accrued interest (subject to any deduction or withholding required by law in respect of any tax) up to but excluding the date of payment.
- (F) Every Noteholder, any of whose Loan Notes are due to be redeemed under any of the provisions hereof, shall, not later than the due date for such redemption, deliver up the relevant Loan Note Certificates to the Company or as the Company shall direct and, if any Loan Note Certificate so delivered up represents part of the principal of the Loan Notes not then due to be redeemed, the Company may endorse such Loan Note Certificate with a memorandum of the date and principal amount paid to the holder of such Loan Note and return the same or may cancel such Loan Note Certificate and, without charge, issue to such Noteholder a new Loan Note Certificate for the balance of the principal amount due to him and not so paid. Unless and until a Loan Note Certificate (or an indemnity in respect of the loss thereof in a form reasonably satisfactory to the Company) is delivered to the Company as aforesaid, the Company shall not be under any obligation to repay the principal amount payable thereon.
- (G) Despite anything else in these Conditions or the Deed, if any Loan Notes are held by or for the account of a Unit Trust, the relevant Noteholder(s) and the Company may agree to the immediate redemption of any or all of the Loan Notes held by such Noteholder(s) at any time.

5. REPAYMENT ON DEFAULT

- (A) Any Noteholder shall be entitled by notice in writing to the Company to require repayment of the Indebtedness payable in respect of each Loan Note of which he is the holder (or any part, being £1 in principal amount or an integral multiple thereof) upon the happening of any of the following events:
- (i) any failure by the Company to pay in full any interest payable to such Noteholder in respect of the Loan Notes or any principal payable to such Noteholder in respect of the Loan Notes, in each case within thirty (30) days after the due date for its payment; or
 - (ii) an effective resolution being passed or an order being made for the winding up or dissolution of the Company or any directly analogous proceedings occurring in a relevant jurisdiction (other than (a) a voluntary winding-up for the purposes of amalgamation, reorganisation, merger, reconstruction or liquidation under, or in connection with, which a successor or successors undertake(s), or by operation of law will be bound by, the obligations of the Company under the Loan Notes; or (b) a members' voluntary winding-up, in each case on terms previously approved by a Special Resolution);
 - (iii) an encumbrancer taking possession of, or a trustee, receiver, administrator or similar officer being appointed or an administration order being made in respect of, the Company or the whole or substantially the whole of the property or undertaking of the Company or any directly analogous proceedings occurring in a relevant jurisdiction and such person not being paid out or discharged within thirty (30) days; or
 - (iv) the Company proposing, making or being subject to an arrangement or composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement under Part 26 of the Companies Act 2006 (other than a scheme or arrangement for the purpose of a solvent voluntary reconstruction or amalgamation),

whereupon the principal amount of such Loan Notes shall forthwith become immediately payable together with all interest accrued and unpaid thereon (subject to any deduction or withholding required by law in respect of any tax) up to but excluding the date of payment of such principal amount.

- (B) The Company shall as soon as practicable notify the Noteholders in writing of the happening of any of the events specified in this Condition.

6. EXTENSION

- (A) The Company may, in its sole discretion and upon serving at least thirty (30) days' notice to the Noteholders prior to the Final Redemption Date, elect to

extend the term of the Loan Notes for a period of up to 12 months on the same terms and the new Final Redemption Date shall be the date which falls 12 months after the day which would otherwise have been the Final Redemption Date (or if that day is not a Business Day, the next Business Day) (the “**Initial Extension Period**”).

- (B) The Company may, in its sole discretion and upon serving at least thirty (30) days’ notice to the Noteholders prior to the expiry of the Initial Extension Period or any subsequent extension period, elect to extend the term of the Loan Notes by a further period of up to 12 months on the same terms.

7. PURCHASE

The Company may at any time purchase any Loan Notes at any price by tender, private treaty or otherwise by agreement with the relevant Noteholder(s).

8. CANCELLATION

Any Loan Notes repaid, redeemed or purchased by the Company shall forthwith be cancelled and shall not be available for re issue.

9. REGISTRATION AND TRANSFER

The Loan Notes will be registered in amounts or integral multiples of £1 and will be transferable in amounts and integral multiples of £100 in principal amount (or the entire holding). The Loan Notes are not, and will not be, registered under the United States Securities Act of 1933 (as amended) or under any of the relevant securities laws of any state, district or territory of any Restricted Jurisdiction. Accordingly, the Company may require reasonable evidence that a proposed transfer is exempt from or not subject to the registration or other requirement of any relevant legislation in any of those jurisdictions and, in the absence of prior receipt of such evidence, the Loan Notes may not be offered, sold, delivered or distributed, directly or indirectly, in or into or by the use of the mails or any means of instrumentality (including without limitation, facsimile transmission telex or telephone) of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction or to or for the benefit of any Restricted Overseas Person. No transfer of Loan Notes in breach of this restriction will be registered by the Company.

10. PRESCRIPTION

Any amount in respect of interest on any Loan Notes which remains unclaimed by the relevant Noteholder for a period of five (5) years and any amount due in respect of principal moneys upon any Loan Notes which remains unclaimed for a period of ten (10) years by the relevant Noteholder, in each case from the date on which the relevant payment first becomes due, shall revert to the Company and the relevant Noteholder shall cease to be entitled thereto, and the Register will be amended to reflect any such reversion.

11. MODIFICATION OF RIGHTS

- (A) The provisions of the Deed and the Conditions may from time to time be modified, abrogated or compromised in any respect by the Company and with the sanction of a Special Resolution.
- (B) Without prejudice to Condition 11(A), the Company may also amend the provisions of the Deed and the Conditions without such sanction if:
 - (i) such amendment is, in the written opinion of the Financial Adviser, of a formal, minor or technical nature or corrects a manifest error and would not be prejudicial to the interests of the Noteholders; or
 - (ii) the Company (acting reasonably) considers such amendment to be necessary or appropriate for the purposes of the efficient administration of the Loan Notes, including (without limitation) in response to circumstances which have arisen since the date of the Deed and, in the written opinion of the Financial Adviser, such amendment is necessary or appropriate for such purposes and would not be materially prejudicial to the interests of the Noteholders, provided that no amendment that would or may be prejudicial to the interests of Noteholders may be made under this Condition 11(B)(ii) relating to:
 - (a) the principal amount or amount of interest to be paid on the Loan Notes;
 - (b) the date on which any principal amount or interest on the Loan Notes is payable;
 - (c) the currency of any payments to be made in respect of the Loan Notes;
 - (d) the ability of Noteholders or the Company to redeem the Loan Notes;
 - (e) the Noteholders' ability to enforce payment of monies due in respect of the Loan Notes;
 - (f) the Company's obligation to guarantee the Loan Notes (or any other loan notes) from time to time;
 - (g) the transferability of the Loan Notes;
 - (h) the status of the Loan Notes as non-qualifying corporate bonds for the purposes of United Kingdom capital gains tax;
 - (i) the provisions in the Deed which govern the ability of the Company to substitute a new principal debtor or procure that

the Loan Notes are exchanged for new loan notes issued by a new principal debtor; or

- (j) the governing law of the Deed and the Conditions or the jurisdiction of the Court of England and Wales.

Any opinion of the Financial Adviser in this regard shall be arrived at in its absolute discretion and no liability shall attach to it in respect thereof.

**PART 3
NOTICE OF REPAYMENT**

To: **SCHRODERS PLC**
c/o Computershare Investor Services plc
Computershare Priority Application
Corporate Actions
Bristol BS99 6AJ

I/We, being the registered holder(s) of the Loan Notes represented by this Loan Note Certificate, hereby give notice requiring the repayment of the whole/£.....* of the principal amount payable in respect of the Loan Notes [represented by the Loan Note Certificate upon which this Notice is endorsed]** in accordance with and pursuant to its terms on the Redemption Date next following the expiry of 30 days from the date of service of this Notice on the Company, together with accrued interest up to but excluding the date of payment (subject to any deduction or withholding required by law in respect of any tax). [I/We request and require, in accordance with and subject to Condition 4(C) of the Loan Note Deed, that such repayment be made in the appropriate US dollar amount.]

I/We hereby authorise [the despatch of a cheque] [or the bank transfer to bank account, sort code]** for the repayment moneys and interest (and a new Loan Note Certificate in respect of the balance of the Loan Notes not repayable) following service of this notice by ordinary post at my/our risk to

..... at***

Name Signed****

Address

..... Dated

Name Signed****

Address

..... Dated

Name Signed****

Address

..... Dated
Name Signed ****
Address
..... Dated
<p>* Delete or insert amount as appropriate which must be an integral multiple of £100 (or entire holding). If no figure is inserted in this space, the notice will be deemed to relate to all of the Loan Notes represented by this certificate.</p>
<p>** Delete as appropriate.</p>
<p>*** If no name or address is inserted, the repayment moneys will be despatched to the first-named holder at his address appearing in the register of Noteholders.</p>
<p>**** In the case of joint Noteholders, each must sign and, in the case of corporate Noteholders, this Notice must be executed under the common seal of the company or as may otherwise be permitted by section 44 of the Companies Act 2006 or under the hand of a duly authorised representative, in which event the Loan Note must be accompanied by the authority under which this Notice is completed.</p>

SCHEDULE 2
PROVISIONS FOR MEETINGS OF THE NOTEHOLDERS

1. CONVENING A MEETING

- (A) The Directors may at any time and shall, upon a request in writing signed by the registered holders of not less than one-tenth in nominal value of the Loan Notes at the relevant time outstanding, convene a meeting of the Noteholders.
- (B) A general meeting of the Noteholders called for the passing of a Special Resolution (as defined in paragraph 10 below) shall be called by at least twenty-one (21) clear days' notice and all other general meetings shall be called by at least fourteen (14) clear days' notice. The notice shall specify the place, the day and the time of the meeting and the general nature of the business to be transacted but, except in the case of a resolution to be proposed as a Special Resolution, it shall not be necessary to specify the terms of any resolutions to be proposed. Every such meeting shall be held at such time and place as the Directors may approve. Subject to the provisions of these Conditions, notices shall be given to all Noteholders, to all persons entitled to Loan Notes in consequence of the death or bankruptcy of a Noteholder, to the Directors and to the auditors of the Company. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive it shall not invalidate the proceedings at the relevant meeting.

2. QUORUM

- (A) At any meeting convened for any purpose other than the passing of a Special Resolution persons (being at least two in number) holding or representing by proxy one-tenth in principal amount of the Loan Notes at the relevant time outstanding shall form a quorum. At any meeting convened for the purpose of passing a Special Resolution persons (being at least two in number) holding or representing by proxy in the aggregate a clear majority in principal amount of the Loan Notes at the relevant time outstanding shall form a quorum. No business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum is present.
- (B) If a quorum is not present within thirty minutes (or such longer time as the chairman may decide to wait not exceeding one hour) after the time appointed for holding the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other earlier or later day, time and place as the Directors may determine unless the meeting was convened upon the requisition of the Noteholders, in which case it shall be dissolved. At the adjourned meeting the Noteholders present in person or by proxy and entitled to vote shall, whatever the principal amount of Loan Notes held or represented by them, form a quorum and shall have power to pass any resolution (including a Special Resolution) and to decide upon all matters which could properly have been transacted at the meeting from which the adjournment took place.

- (C) The chairman (if any) of the Directors, or in his absence the vice-chairman or in the absence of both of them some other director nominated by the Directors, shall preside as chairman of the meeting but if no such person is present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number present to be chairman and if there is only one Director present and willing to act he shall be chairman. If no Director is willing to act as chairman, or if no Director is present within five minutes after the time appointed for holding the meeting, the Noteholders present and entitled to vote shall choose one of their number to be chairman.

3. PERSONS ENTITLED TO ATTEND AND SPEAK

- (A) A Director or the secretary of the Company and any other person authorised for that purpose by the Directors shall, notwithstanding that he is not a Noteholder, be entitled to attend and speak at any meeting of Noteholders.
- (B) The chairman of the meeting may permit other persons who are not Noteholders or who are not otherwise entitled to exercise the rights of Noteholders at meetings of Noteholders to attend and speak at any meeting.

4. ADJOURNMENT

The chairman may with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give notice of an adjourned meeting.

5. PASSING OF RESOLUTIONS

- (A) A resolution put to the vote of a meeting shall, unless a poll is demanded in accordance with paragraph 6 below, be decided by a show of hands and in case of an equality of votes, the chairman shall, if he is a Noteholder, both on a show of hands and on a poll, have a casting vote in addition to the votes to which he may be entitled as a Noteholder or a proxy (if any).
- (B) At any meeting of Noteholders (unless a poll is demanded by the chairman or by one or more Noteholders present in person or by proxy, entitled to vote and holding or representing in aggregate not less than one-fiftieth in principal amount of the Loan Notes then outstanding) a declaration by the chairman that a resolution has been carried, whether or not carried unanimously or by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact.

6. POLLS

- (A) If at any meeting a poll is so demanded it shall, unless the demand is withdrawn, be taken in such manner and either at once or after such adjournment as the chairman may direct (not being more than thirty days after the poll is demanded) and the result of such poll shall be deemed to be the relevant resolution of the meeting at which the poll was demanded. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than in relation to the resolution on which the poll was demanded. In the case of any poll not taken immediately at least seven days' notice shall be given specifying the time, date and place at which the poll is to be taken.
- (B) The demand for a poll may, before the poll is taken, be withdrawn with the consent of the chairman and a demand so withdrawn shall be taken not to have invalidated the result of any show of hands declared before the demand was made and, if the demand is made before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- (C) A poll shall be taken as the chairman may direct and he may appoint scrutineers (who need not be Noteholders) and fix a time, date and place for declaring the result of the poll. The result of the poll shall be deemed to be the relevant resolution of the meeting at which the poll was demanded.

7. VOTES

- (A) On a show of hands every Noteholder who (being an individual) is present in person or (being a corporation) is present by a proxy who is not himself a Noteholder entitled to vote shall have one vote, and on a poll every Noteholder present in person or by proxy shall have one vote, for every £1 in nominal amount of Loan Notes of which he is the holder.
- (B) In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- (C) No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote except at the meeting or adjourned meeting at which the vote objected to is tendered. Subject to any objection made in due time, every vote counted and not disallowed at the meeting shall be valid and every vote disallowed or not counted shall be invalid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

- (D) Without prejudice to the obligations of any proxy named in any block voting instruction, a Noteholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way.

8. PROXIES

- (A) A proxy need not be a Noteholder. A deed appointing a proxy shall be in writing in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the appointor. A corporation may execute a form of proxy either under its common seal or under the hand of a duly authorised officer, attorney or other person who has been authorised by the corporation to execute it.
- (B) A Noteholder may appoint more than one proxy to attend on the same occasion provided that if he does so, he shall specify the number of Loan Notes in respect of which each proxy is entitled to exercise the related votes and shall ensure that no proxy is appointed to exercise any of the votes which any other proxy has been appointed by that Noteholder to exercise. Deposit of a deed of proxy shall not preclude a Noteholder from attending and voting at the meeting or at any adjournment of it.
- (C) The form of proxy and any authority under which it is executed or a copy of the authority certified notarially or in some other way approved by the Directors shall:
- (i) be deposited at the Registrar's Office or at such other place in the United Kingdom as is specified in the notice convening the meeting or in any form of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of proxy proposes to vote;
 - (ii) in the case of a poll taken more than 24 hours after it was demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll; or
 - (iii) where the poll is not taken forthwith but is taken not more than 24 hours after it was demanded, be delivered at the meeting in question or at any adjournment of it to the chairman or to the secretary or to any other Director,

and a form of proxy which is not, or in respect of which the authority or copy thereof is not, deposited or delivered in a manner so permitted shall be invalid.

- (D) Any vote given in accordance with the terms of a form of proxy shall be valid even if the form of proxy or any of the Noteholder's instructions pursuant to which it was executed have been previously revoked or amended, provided that no intimation in writing of such revocation or amendment shall have been received in accordance with one of the methods specified in paragraph 8(C) in

each case not less than 24 hours before the time fixed for the meeting or adjourned meeting at which the form of proxy is to be used.

- (E) If two or more valid but differing appointments of a proxy are received in respect of the same Loan Note for use at the same meeting or poll, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the others as regards the Loan Notes to which that proxy relates. If the Company is unable to determine which proxy was the last received, none of them shall be treated as valid in respect of the relevant Loan Note.
- (F) A vote given or poll demanded by a proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice of the determination was received by the Company at its registered office, or at such other place at which the form of proxy was duly deposited, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- (G) The form of proxy in relation to a meeting shall be deemed also to confer authority to demand or join in demanding a poll (and for the purposes of these Provisions a demand for a poll made by a person as proxy for a Noteholder shall be the same as a demand made by the Noteholder) and such deed shall also be valid for use at any adjournment of the meeting.
- (H) The Directors may at the Company's expense send forms of proxy to Noteholders by post or otherwise (with or without provision for their return prepaid) for use at any meeting either in blank or nominating in the alternative any one or more of the Directors or any other person. If for the purpose of any meeting, forms of proxy are issued at the Company's expense, they shall be issued to all (and not to some only) of the Noteholders entitled to be sent a notice of the meeting and to vote at it. The accidental omission to send such a form of proxy or give such an invitation to, or the non-receipt thereof by, any Noteholder entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.
- (I) No appointment of a proxy shall be valid after 12 months have elapsed from the date of its receipt save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned meeting or a poll after a meeting or an adjourned meeting even after 12 months have elapsed if it was valid for the original meeting.

9. REPRESENTATIVES

Any company or corporation which is a holder of Loan Notes may by resolution of its directors or other governing body authorise any person to act as its representative at any meeting of Noteholders and such representative shall be entitled to exercise the

same powers on behalf of the company or corporation which he represents as if he were the holder of the Loan Notes.

10. SPECIAL RESOLUTIONS

- (A) A meeting of the Noteholders may by Special Resolution sanction any modification, abrogation, compromise or release previously approved in writing by the Company in any respect of any provisions of the Deed or these Conditions or all or any of the rights of the Noteholders against the Company whether such rights shall arise under the Deed or otherwise and in particular (but without limiting in any way the general power conferred hereby) shall have power to sanction any agreement for postponing or advancing the time for the payment of the principal money or interest payable in respect of the Loan Notes or for reducing their rate of interest or for the capitalisation thereof or, without prejudice to the provisions contained in the Deed, for the exchange of Loan Notes for, or conversion of Loan Notes into, other securities of the Company or any other company or may assent to any modification of the provisions contained in the Deed and/or the Conditions which shall be proposed by the Company.
- (B) A Special Resolution shall be binding upon all the Noteholders whether present or not present at the meeting at which it is passed and each of the Noteholders shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence without appeal that the circumstances justify the passing thereof.
- (C) The expression "**Special Resolution**" means a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions herein contained by a majority consisting of not less than 75 per cent. of the persons voting thereat upon a show of hands or if a poll is demanded on the resolution then by a majority consisting of not less than 75 per cent. of the votes given on such poll.
- (D) A resolution in writing signed by the holders of 75 per cent. in principal amount of the Loan Notes at the relevant time outstanding who are at the relevant time entitled to receive notice of meetings in accordance with the provisions herein contained shall for all purposes be as valid and effective as a Special Resolution. Such a resolution in writing may be contained in one document or in several documents in like form each signed by one or more Noteholders.

11. MINUTES

Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Company and shall be available for inspection by Noteholders during normal business hours on reasonable notice being given to the Company.

**SCHEDULE 3
FORM OF COMPANY GUARANTEE**

THIS GUARANTEE is given this []

BY:

SCHRODERS PLC incorporated in England and Wales with registered number 3909886 whose registered office is at 31 Gresham Street, London EC2V 7QA (the “**Company**”)

WHEREAS:

- (A) The Deed (as defined below) has been entered into pursuant to which the Noteholders hold the Loan Notes issued by the Company.
- (B) Pursuant to Clause 11 of the Deed, the Company wishes to [substitute [another member of its Group]][a Unit Trust Company][another company] as principal debtor in respect of the Substituted Loan Notes] [effect an exchange of Loan Notes for loan notes issued by [another member of its Group]][a Unit Trust Company][another company] in respect of [certain of] the Loan Notes], and accordingly must enter into this guarantee.

NOW THEREFORE:

1. INTERPRETATION

- (A) Terms used herein without further definition shall have the same meaning as in the Deed.
- (B) The following term shall have the following meaning when used in this guarantee:
- “Deed”** means the deed entered into by the Company dated [•] 2013 constituting Floating Rate Unsecured Loan Notes, as modified from time to time, a copy of which is annexed hereto marked ‘A’ for the purpose of identification only.
- (C) Headings shall be ignored in construing this guarantee.
- (D) References to clauses are, unless otherwise stated, references to clauses of this guarantee.

2. GUARANTEE

- (A) The Company unconditionally and irrevocably guarantees that, if for any reason the [Substituted Company] [New Company] (or any subsequent [Substituted Company] [New Company]) does not pay any sum payable by it in relation to the [Substituted Loan Notes] [relevant loan notes] within 15 Business Days after

the time and date specified for such payment, the Company will pay that sum in immediately available funds.

- (B) The Company's obligations hereunder are and will remain in full force and effect by way of continuing security until no sum remains payable in relation to the [Substituted Loan Notes] [relevant loan notes].
- (C) As a separate and alternative stipulation, the Company unconditionally and irrevocably agrees that any sum expressed to be payable [by the Substituted Company in relation to the Substituted Loan Notes] [by the New Company in relation to the relevant loan notes] but which is for any reason (whether or not now known) not recoverable from the [Substituted Company] [New Company] (as the case may be) will nevertheless be recoverable from the Company as if it were the sole principal debtor. Accordingly, the Company shall not be discharged and its liability shall not be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor (including (i) any time, indulgence, concession, waiver or consent at any time given to the [Substituted Company] [New Company] or any other person, (ii) any amendment or supplement to the [Substituted Loan Notes] [relevant loan notes], (iii) the making or absence of any demand on the [Substituted Company] [New Company] or any other person for payment, (iv) the enforcement or absence of enforcement of the Deed or of any security or other guarantee, (v) the winding-up, merger or other change of status of the [Substituted Company] [New Company] or any other person, (vi) the illegality, invalidity or unenforceability of any provision of the Deed or any of the [Substituted Company's] [New Company's] obligations under it or (viii) any defence or counterclaim available to the [Substituted Company] [New Company]).
- (D) [The aggregate liability of the Company pursuant to this guarantee [together with all other guarantees of the Loan Notes in respect of Unit Trust Companies or Subsidiaries of the Company, in each case where the relevant Unit Trust Company or Subsidiary of the Company becomes a Substituted Company or a New Company in connection with the Unit Trust Rollovers,] shall not exceed £[•].] [*If required pursuant to Clause 11(B) of the Deed*]

3. ENFORCEABILITY

The Company covenants with each Noteholder to perform and observe the obligations imposed on it in this guarantee and the Noteholders or any of them may, without further notice, institute such proceedings as they may think fit to enforce this guarantee.

4. GOVERNING LAW AND JURISDICTION

- (A) This guarantee, and any non-contractual obligations arising in connection herewith, shall be governed by and construed in accordance with English law.
- (B) The courts of England and Wales are to have exclusive jurisdiction to settle any dispute arising out of in connection with this guarantee.

IN WITNESS of which this document has been executed and delivered as a deed on the date which first appears on page 1 above.

Executed as a deed by)
SCHRODERS PLC)
acting by a director) _____
in the presence of:) Director

Witness's signature: _____

Name (print): _____

Occupation: _____

Address: _____

IN WITNESS of which this document has been executed and delivered as a deed on the date which first appears on page 1 above.

Executed as a deed by)
SCHRODERS PLC)
acting by a director) _____
in the presence of:) Director

Witness's signature: _____

Name (print): _____

Occupation: _____

Address: _____

