

**May 31, 2012**

**CGI GROUP INC.**

**and**

**CGI GROUP HOLDINGS EUROPE LIMITED**

**and**

**LOGICA PLC**

---

**CO-OPERATION AGREEMENT**

---

## TABLE OF CONTENTS

1. Rule 2.7 Announcement.....	1
2. Terms of the Offer .....	1
3. Logica Share Schemes .....	1
4. Regulatory Conditions.....	2
5. Documentation .....	3
6. Switching.....	3
7. Substitution.....	4
8. Termination.....	4
9. Warranties.....	5
10. Guarantee .....	5
11. Miscellaneous Provisions.....	6
12. Governing Law and Jurisdiction.....	8
13. Agent for Service of Process.....	8
Schedule 1 Definitions and Interpretation.....	9
Schedule 2 Rule 2.7 Announcement .....	13
Schedule 3 Logica Share Schemes .....	14

**THIS AGREEMENT** (this “**Agreement**”) is made on May 31, 2012

**BETWEEN:**

- (1) **CGI GROUP INC.**, a corporation incorporated under the laws of the Province of Québec, Canada and whose registered office is at 1130 Sherbrooke Street West, Montréal, Québec, Canada H3A 2M8 (“**CGI Group Inc.**”);
- (2) **CGI GROUP HOLDINGS EUROPE LIMITED**, a private company with limited liability, incorporated in England and Wales (registered number 3290026) and whose registered office is at Broadlands House, Primett Road, Stevenage, Hertfordshire SG1 3GG, United Kingdom (“**CGI Europe**”); and
- (2) **LOGICA PLC**, a public company with limited liability, incorporated in England and Wales (registered number 01631639) and whose registered office is at 250 Brook Drive, Green Park, Reading RG2 6UA, United Kingdom (“**Logica**”),

together referred to as the “**Parties**” and each as a “**Party**” to this Agreement.

**RECITALS:**

- (A) CGI Europe, a wholly-owned subsidiary of CGI Group Inc., wishes to acquire the entire issued and to be issued share capital of Logica (the “**Offer**”) on the terms and subject to the conditions set out in the Rule 2.7 Announcement.
- (B) CGI Europe and Logica intend the Offer to be implemented by way of the Scheme provided that CGI Europe reserves the right, as set out in the Rule 2.7 Announcement and in this Agreement, to elect to implement the Offer by means of the Takeover Offer.
- (C) CGI Europe and Logica have agreed to enter into this Agreement to set out certain mutual commitments to regulate the basis on which they are willing to implement the Offer.
- (D) CGI Group Inc. has agreed to guarantee the obligations of CGI Europe under this Agreement.

**IT IS AGREED** as follows:

**1. Rule 2.7 Announcement**

The obligations of the Parties under this Agreement (other than this Clause 1 and Clause 11.8) shall be conditional on the release of the Rule 2.7 Announcement at or before 12 noon on June 1, 2012, or such other time and date as may be agreed by CGI Europe and Logica.

**2. Terms of the Offer**

The terms and conditions of the Offer shall be those set out in the Rule 2.7 Announcement (including the Conditions), together with such other terms as may be agreed by CGI Europe and Logica in writing or as required by the Panel. Should CGI Europe elect to implement the Offer by means of the Takeover Offer on the terms and subject to the Conditions, the terms of the Offer shall be set out in the Takeover Offer Document.

**3. Logica Share Schemes**

CGI Europe and Logica agree to comply with Schedule 3 in respect of the proposals under Rule 15 of the Code relating to the Logica Share Schemes and the other matters with which it deals.

#### **4. Regulatory Conditions**

##### ***Allocation of responsibility and timing***

- 4.1 CGI Europe shall have primary responsibility for obtaining all consents or approvals of any Regulatory Authority which are required in order to obtain the Clearances.
- 4.2 CGI Europe and Logica agree to make all filings and to supply all information necessary in order to obtain the consents and approvals referred to in Clause 4.1 in each case as soon as reasonably practicable.
- 4.3 Each of CGI Europe and Logica shall make an appropriate filing of a notification and report form pursuant to the HSR Act as promptly as practicable and shall supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act and take all other actions necessary to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as reasonably practicable.
- 4.4 Promptly following the date of the Rule 2.7 Announcement, CGI Europe and Logica shall meet in order to agree a plan with respect to contacting the relevant individuals within the relevant government departments and agencies in order to discuss with such individuals, as soon as reasonably practicable, any Clearance that may be required in relation to the implementation of the Offer as a consequence of Logica and/or any member of the Logica Group being party to a Relevant Logica Agreement. Following such meeting, CGI Europe and Logica shall cooperate with each other with respect to the agreed upon communication strategy in respect of such Clearances.

##### ***Further obligations***

- 4.5 Without prejudice to the generality of Clauses 4.1 to 4.4 (inclusive), each of CGI Europe and Logica undertakes that, to the extent not prohibited by law or regulation, it will:
  - 4.5.1 provide to the other (or its advisers), or procure the provision to the other (or its advisers) of, draft copies of all material filings, notifications, submissions and communications to be made to any Regulatory Authority by it or on its behalf in relation to obtaining any Clearances, at such time as will allow the other a reasonable opportunity to provide comments on such filings, notifications, submissions and communications before they are submitted or sent;
  - 4.5.2 incorporate such comments made by the other as are reasonable in such material filings, notifications, submissions and communications;
  - 4.5.3 provide the other (or its nominated advisers) with copies of all material filings, notifications, submissions and communications in the form submitted or sent to any Regulatory Authority by or on its behalf in relation to obtaining any Clearances;
  - 4.5.4 give the other reasonable prior notice of, and allow persons nominated by the other to attend, all meetings and/or material telephone calls with any Regulatory Authority in connection with the obtaining of the Clearances and the implementation of the Offer and to make reasonable oral submissions during such meetings and/or telephone calls; and

- 4.5.5 promptly notify the other of any material communications from any Regulatory Authority in relation to obtaining any Clearances and provide copies thereof.
- 4.6 Each of CGI Europe and Logica undertakes, to the extent not prohibited by law or regulation, to keep the other informed of the progress towards satisfaction (or otherwise) of the Regulatory Conditions and if at any time it becomes aware of anything that may be reasonably considered to be likely to prevent any of the Regulatory Conditions from being satisfied, it shall promptly inform the other.
- 4.7 For the avoidance of doubt, nothing in this Clause 4 shall require a Party to disclose to another Party any commercially sensitive or confidential information related to its business and/or the business of any other member of the CGI Group or the Logica Group (as applicable) or any information which is not material to any Clearance and any Party may redact such information from any documents shared with another Party and/or take other reasonable steps to procure that such information is not shared with another Party.
- 4.8 In relation to any Relevant Logica Agreement, in the event that a Security Agency requests, offers or requires undertakings from CGI Europe that relate to (a) the behaviour of personnel involved in the implementation of such Relevant Logica Agreement, (b) the manner in which such Relevant Logica Agreement must be conducted or (c) secrecy as a pre-condition to granting Clearances in respect of that Relevant Logica Agreement, CGI Europe undertakes to promptly offer, accept or agree to any such undertakings in order that the relevant Clearances can be obtained as soon as reasonably practicable, provided that the terms of such undertakings are consistent with (or not materially more onerous than) undertakings previously required by such Security Agency in comparable circumstances to the Offer, and provided further that either (i) the terms of such undertakings are reasonably satisfactory to CGI Europe in the context of the successful implementation of the Offer or (ii) the Panel requires CGI Europe to give such undertakings.
- 4.9 CGI Europe shall be responsible for paying any filing, administrative or other fees levied by any Regulatory Authority for the purpose of obtaining the Clearances, unless such fees are payable by Logica as specified by the applicable local laws and regulation.
- 4.10 CGI Europe's obligations under Clause 4.8 shall be interpreted on the basis of the information supplied by or on behalf of Logica to CGI Group Inc. prior to the date of this Agreement.

## **5. Documentation**

- 5.1 CGI Europe undertakes to provide Logica with all such co-operation, information and assistance as it may reasonably request in connection with the preparation and verification of the Scheme Document.
- 5.2 CGI Europe agrees to procure that the CGI Responsible Individuals take responsibility for the CGI Information.

## **6. Switching**

- 6.1 CGI Europe reserves the right to elect to implement the Offer by means of the Takeover Offer at any time (the "**Right to Switch**") subject to CGI obtaining the consent of the Panel, if required.
- 6.2 If CGI Europe elects to implement the Offer by way of the Takeover Offer, CGI Europe

- 6.2 If CGI Europe elects to implement the Offer by way of the Takeover Offer, CGI Europe undertakes not to invoke the acceptance condition or lapse the Takeover Offer at any closing date on the grounds that the acceptance condition has not been satisfied prior to Day 60 (as determined in accordance with Rule 31.6 of the Code and Notes on that Rule) unless CGI Europe first announces via an RIS (such announcement not to be made prior to the 14<sup>th</sup> day after posting of the Offer Document) that the Takeover Offer will lapse if the acceptance condition has not been satisfied on the date specified in such announcement, such date being no earlier than the 14<sup>th</sup> day after the date on which such announcement is made.
- 6.3 CGI Europe agrees to submit drafts and revised drafts of any Takeover Offer Document to Logica for review and comment and, where necessary, to discuss any comments with Logica for the purposes of preparing such revised drafts.
- 6.4 Save as may be required by the Panel, CGI Europe will only despatch the Offer Document once it has obtained the prior written approval (not to be unreasonably withheld or delayed) of Logica for inclusion of the Logica Information in it.

## **7. Substitution**

Subject to the consent of the Panel, CGI Europe reserves the right to substitute another member of the CGI Group for CGI Europe (the “**Substitution**”). If the Substitution is used to implement the Offer, references to CGI Europe in this Agreement shall be construed to refer to the Substitution.

## **8. Termination**

- 8.1 Without prejudice to the rights of any Party that may have arisen prior to termination and, except where expressly stated to the contrary, the Parties’ obligations under this Agreement shall terminate with immediate effect and all rights and obligations of the Parties under this Agreement shall cease forthwith:
- 8.1.1 if the Scheme (or the Takeover Offer, if a Takeover Offer is made) is withdrawn or lapses in accordance with its terms and/or with the consent of the Panel (other than where such lapse or withdrawal is a result of the exercise of the Right to Switch or is otherwise to be followed by a Rule 2.7 announcement made by CGI Europe or a member of the CGI Group to implement the Offer by a different takeover offer or scheme of arrangement on substantially the same or improved terms as those of the Offer);
  - 8.1.2 if two or more of the Logica Directors withdraw their recommendation of the Scheme (or the Takeover Offer, if a Takeover Offer is made);
  - 8.1.3 if the Scheme has not become Effective by 5:00 p.m. on the Long Stop Date;
  - 8.1.4 if the Shareholder Meetings have not been held on or prior to the Meetings Long Stop Date; or
  - 8.1.5 as agreed in writing between the Parties.

- 8.2 Termination of this Agreement shall be without prejudice to the rights of any Party which have arisen prior to termination. Clauses 11.8, 11.10, 12 and 13 shall survive termination of this Agreement.

## **9. Warranties**

- 9.1 Each of CGI Europe and CGI Group Inc. warrants to Logica on the date of this Agreement that:
- 9.1.1 it has the requisite power and authority to enter into and perform its obligations under this Agreement;
  - 9.1.2 this Agreement constitutes its binding obligations in accordance with its terms;
  - 9.1.3 the execution and delivery of, and performance of its obligations under, this Agreement will not:
    - (A) result in a breach of any provision of its constitutional documents;
    - (B) result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; or
    - (C) result in a breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound.
- 9.2 No Party shall have any claim for breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).

## **10. Guarantee**

- 10.1 CGI Group Inc. irrevocably and unconditionally guarantees to Logica the due and punctual performance and observance by CGI Europe of all of its obligations under this Agreement (the "Guarantee").
- 10.2 The Guarantee is to be a continuing security which shall remain in full force and effect until all of the obligations of CGI Europe under this Agreement shall have been fulfilled or shall have expired in accordance with the terms of this Agreement and the Guarantee is to be, in addition, and with out prejudice to, and shall not merge with, any other right, remedy, guarantee or security which Logica may now or hereafter hold in respect of all or any of the obligations of CGI Europe under this Agreement.
- 10.3 The liability of CGI Group Inc. under the Guarantee shall not be affected, impaired or discharged by reason of any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate CGI Europe from its obligations hereunder including, without limitation:
- 10.3.1 any amendment, variation or modification to, or replacement of this Agreement;
  - 10.3.2 the taking, variation, compromise, renewal, release, refusal or neglect to perfect or enforce any rights, remedies or securities against CGI Europe or any other person;
  - 10.3.3 any time or indulgence or waiver given to, or composition made with, CGI Europe or any other person; or

- 10.3.4 CGI Europe becoming insolvent, going into receivership or liquidation or having an administrator appointed.
- 10.4 The Guarantee shall constitute the primary obligations of CGI Group Inc. and Logica shall not be obliged to make any demand on CGI Europe or any other person before enforcing its rights against CGI Group Inc. under the Guarantee.
- 10.5 If at any time any one or more of the provisions of the Guarantee is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected if impaired thereby.

## **11. Miscellaneous Provisions**

### **11.1 Assignment**

Other than following a Substitution as contemplated under Clause 7, no Party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose of (in any manner whatsoever) the benefit of this Agreement or sub-contract or delegate in any manner whatsoever its performance under this Agreement (each of the above a “**dealing**”) and any such purported dealing in contravention of this Clause 11.1 shall be ineffective.

### **11.2 Remedies and Waivers**

- 11.2.1 No delay or omission by any Party in exercising any right, power or remedy provided by law or under this Agreement will affect that right, power or remedy or operate as a waiver of it.
- 11.2.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement will not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 11.2.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

### **11.3 Severance/Unenforceable Provisions**

If any provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, but would be valid and enforceable if deleted in whole or in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable but the enforceability of the remainder of this Agreement shall not be affected.

### **11.4 Variation**

No variation to this Agreement shall be effective unless made in writing (which for this purpose, does not include email) and executed by each of the Parties. The expression “variation” includes any variation, supplement, deletion or replacement, however effected.

### **11.5 No Partnership**



Nothing in this Agreement or in any document referred to in it or any action taken by the Parties under it or any document referred to in it shall constitute any of the Parties a partner of any other.

#### 11.6 Confidentiality Agreement

The provisions of this Agreement shall be supplemental to and shall not prejudice the terms of the Confidentiality Agreement which shall remain in full force and effect notwithstanding the execution of this Agreement.

#### 11.7 Counterparts

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one instrument.

#### 11.8 Notices

A notice, approval, consent or other communication in connection with this Agreement must be in writing and must be left at the address of the addressee, or sent by pre-paid registered post to the address of the addressee or sent by facsimile to the facsimile number of the addressee which is specified in this Clause 11.8 or to such other address or facsimile number as may be notified by such addressee by giving notice in accordance with this Clause 11.8. The address and facsimile number of each Party is:

##### 11.8.1 in the case of CGI Group Inc.

Address: 1130 Sherbrooke Street West,  
7<sup>th</sup> floor,  
Montréal, Québec H3A 2M8,  
Canada

Fax number: +1 514 841 3299

For the attention of: Claude Séguin

With a copy to Sullivan & Cromwell LLP (fax number +44 (0)20 7959 8950), marked for the attention of Tim Emmerson/Ben Perry;

##### 11.8.2 in the case of CGI Europe:

Address: 6<sup>th</sup> floor, 62-63 Threadneedle Street,  
London EC2R 8HP,  
United Kingdom

Fax number: +44 (0)20 847 6022

For the attention of: The Directors

With a copy to CGI Group Inc. and Sullivan & Cromwell LLP as set out in Clause 11.8.1;

##### 11.8.3 in the case of Logica:

Address: 250 Brook Drive,  
Green Park,

Reading RG2 6UA,  
United Kingdom

Fax number: +44 20 7468 7006

For the attention of: Lawrence Guedes

With a copy to Freshfields Bruckhaus Deringer LLP (fax number +44 20 7108 7140),  
marked for the attention of David Sonter.

- 11.9 A notice given under Clause 11.8 shall conclusively be deemed to have been received on (a) the next working day in the place to which it is sent, if sent by fax, (b) at the time of delivery, if delivered personally and (c) if sent by registered mail, two Business Days after posting.

**11.10 Benefit of this Agreement**

11.10.1 Each of the obligations of Logica in this Agreement is undertaken for the benefit of each of CGI Group Inc. and CGI Europe.

11.10.2 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

**12. Governing Law and Jurisdiction**

- 12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 12.2 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Agreement or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).
- 12.3 Each Party irrevocably waives any right that it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

**13. Agent for Service of Process**

CGI Group Inc. will, at all times, maintain a place of business for service of process and any other documents in proceedings in England or any other proceedings in connection with this Agreement at CGI Europe, 6<sup>th</sup> Floor, 62-63 Threadneedle Street, London EC2R 8HP, United Kingdom or such other place of business in the United Kingdom as CGI Group Inc. notifies in writing to Logica.

## SCHEDULE 1

### DEFINITIONS AND INTERPRETATION

In this Agreement (including the Recitals and the Schedules other than Schedule 2), unless the context otherwise requires, each of the following terms and expressions shall have the following meanings:

**"2006 Act"** means the UK Companies Act 2006, as amended;

**"Agreed Form Spreadsheet"** means the spreadsheet in the agreed form showing the effect of the proposals under Rule 15 of the Code relating to the Logica Share Schemes;

**"Business Day"** means a day (other than Saturdays, Sundays and public holidays) on which banks are open for business in London, United Kingdom and Montréal, Canada;

**"Capital Reduction"** means the reduction of Logica's share capital under Section 648 of the 2006 Act provided for by the Scheme;

**"CGI Group"** means CGI Group Inc. and its subsidiaries and subsidiary undertakings from time to time and **"member of the CGI Group"** shall be construed accordingly;

**"CGI Information"** means information relating to CGI Europe, any member of the CGI Group, persons acting in concert with CGI Europe or any of the CGI Responsible Individuals in the Scheme Document (or, if applicable, the Takeover Offer Document);

**"CGI Responsible Individuals"** means the directors of CGI Europe and CGI Group Inc. from time to time;

**"Clearances"** means all consents, clearances, permissions, waivers and/or approvals that are necessary in order to satisfy any of the Regulatory Conditions and the expiry of all waiting periods, the expiry of which will, under the laws, regulations or practices applied by any relevant Regulatory Authority in connection with the implementation of the Offer satisfy any of the Regulatory Conditions, and any reference to Clearances having been "satisfied" shall be construed as meaning that the foregoing have been obtained or, in the case of waiting periods, expired in accordance with the relevant Regulatory Condition;

**"Code"** means the City Code on Takeovers and Mergers;

**"Conditions"** means the conditions to the implementation of the Offer set out in Appendix I to the Rule 2.7 Announcement, together with any Conditions which are agreed in writing by CGI Europe and Logica, subject to any modifications that may be required if CGI Europe elects to implement the Offer by way of the Takeover Offer;

**"Confidentiality Agreement"** means a confidentiality agreement dated 27 April 2012 between CGI Group Inc. and Logica entered into in connection with the Offer;

**"Council Regulation"** means Council Regulation (EC) 139/2004, as amended;

**"Court"** means the High Court of Justice in England and Wales;

**"Court Meeting"** means the meeting of Scheme Shareholders (and any adjournment thereof) to be convened pursuant to an order of the Court under Part 26 of the 2006 Act for the purposes of considering and, if thought fit, approving the Scheme (with or without amendment);

**"Effective Date"** means:

- (a) if the Offer is implemented by way of the Scheme, the date on which the Scheme becomes effective in accordance with its terms; or

- (b) if the Offer is implemented by way of the Takeover Offer, the date on which the Takeover Offer is declared or becomes unconditional in all respects in accordance with its terms and the requirements of the Code;

and “**Effective**” shall be construed accordingly;

“**Excluded Shares**” means any Logica Shares which are registered in the name of or beneficially owned by any member of the CGI Group or its nominee(s) and any Logica Shares held in treasury;

“**Executive Share Plans**” mean the Restricted Share Plan, the Logica Partners Incentive Plan, the Logica Partners Performance Multiplier Plan, the Long Term Incentive Plan and the Deferred Investment Share Plan (formerly the Executive Equity Partnership Plan);

“**Guarantee**” shall have the meaning given to it in Clause 10;

“**HSR Act**” means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976 (as amended) and the rules and regulations made thereunder;

“**Fully Diluted Share Capital**” means, at any relevant time, the sum of (i) the number of Logica Shares in issue at that time and (ii) the maximum number of Logica Shares which could at any time (including after the Effective Date) be issued upon the full exercise of all Share Rights on the assumption that all criteria by reference to which such number may increase have been satisfied (and that the increase in such number has accordingly occurred), taking into account all steps which could be validly taken (by Logica Directors or any committee thereof or otherwise) which have the effect of permanently amending such number, and on the basis that all options, awards and Share Rights in respect of Logica Shares, whether under any of the Logica Share Schemes or otherwise are exercisable and exercised to the maximum extent permissible;

“**Logica Directors**” means the directors of Logica from time to time;

“**Logica Information**” means information relating to Logica, any member of the Logica Group or any of Logica Directors and all other information in the Scheme Document (or, if applicable, the Takeover Offer Document) that is not CGI Information;

“**Logica Group**” means Logica and its subsidiaries and subsidiary undertakings from time to time and “**member of the Logica Group**” shall be construed accordingly;

“**Logica Share**” means an ordinary share of 10p in the capital of Logica;

“**Logica Share Schemes**” means the Logica 2005 UK Sharesave Scheme, the Logica 2005 International Sharesave Scheme, the Employee Share Match Plan, the Executive Share Option Scheme and the Executive Share Plans;

“**Logica Shareholder**” means a registered holder of Logica Shares;

“**Long Stop Date**” means November 16, 2012 or such later date (if any) as CGI Europe and Logica may, with the consent of the Panel and (if required) the Court, agree;

“**Meetings Long Stop Date**” means August 20, 2012 or such later date (if any) selected by Logica as CGI Europe may agree;

“**Offer**” shall have the meaning given to it in Recital (A);

“**Panel**” means The Panel on Takeovers and Mergers;

“**Reduction Court Order**” means the order of the Court which confirms the Capital Reduction;

“**Reduction Record Time**” means 6:00 p.m. on the Business Day immediately preceding the date upon which the Reduction Court Order is made;

“**Regulatory Authority**” means any court or competition, antitrust, national, supranational or supervisory

body or any government department or other government, governmental, trade or regulatory agency or body and any Security Agency, in each case in any jurisdiction, including the European Commission but excluding the Panel;

**“Regulatory Conditions”** means each of the Conditions set out in paragraphs 2(a) to (d) inclusive of the Conditions;

**“Relevant Logica Agreement”** means an agreement made between Logica, or any member of the Logica Group, and a government department or agency in any jurisdiction pursuant to which Logica or such member of the Logica Group has agreed to supply goods or services that are used in connection with law and order, national security, policing, defence or military procurement;

**“Right to Switch”** shall have the meaning given to it in Clause 6.1;

**“Rule”** means a rule of the Code unless the context requires otherwise;

**“Rule 2.7 Announcement”** means the announcement in the agreed form set out in Schedule 2;

**“Scheme”** means a scheme of arrangement implemented pursuant to Part 26 of the 2006 Act; and

**“Scheme Document”** means the scheme document published by or on behalf of Logica in connection with the Scheme, including any revised scheme document;

**“Scheme Shareholders”** means the holders of Scheme Shares;

**“Scheme Shares”** means the Logica Shares:

- (a) in issue at the date of this document;
- (b) if any, issued after the date of this document and before the Scheme Voting Record Time; and
- (c) if any, issued after the Scheme Voting Record Time and before the Reduction Record Time in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by the Scheme,

in each case other than any Excluded Shares;

**“Scheme Voting Record Time”** means 6:00 p.m. on the day which is two days before the Court Meeting or, if the Court Meeting is adjourned, 6:00 p.m. on the day which is two days before the date of such adjourned Court Meeting;

**“Security Agency”** means any governmental or regulatory body competent to take action or impose restrictions in connection with the Offer by reference to its implications for any aspect of law and order, national security, policing, defence, or military procurement;

**“Shareholder Meetings”** means the Court Meeting and the General Meeting;

**“Share Right”** means any award, option of other right of any person to require the allotment, issue or transfer of a Logica Share to that person or any other person and any legal entitlement to be granted any such award, grant, option or other right;

**“Substitution”** shall have the meaning given to it in Clause 7;

**“Takeover Offer”** means, in the event that CGI Europe exercises its Right to Switch, a takeover offer within the meaning of Section 974 of the 2006 Act, including any subsequent revision, amendment, variation, extension or renewal; and

**“Takeover Offer Document”** means the offer document published by or on behalf of CGI Europe in connection with a Takeover Offer, including any revised offer document.

The following shall apply to this Agreement (but not to the Rule 2.7 Announcement):

- (A) terms and expressions used but not expressly defined in this Agreement shall, unless the context otherwise requires, have the meanings given in the Rule 2.7 Announcement;
- (B) terms and expressions defined in the 2006 Act and not expressly defined in this Agreement, including the expressions “**subsidiary**” and “**subsidiary undertaking**”, shall, unless the context otherwise requires, have the meanings given in the 2006 Act;
- (C) when used in this Agreement, the expression “**acting in concert**” shall have the meaning given in the Code;
- (D) any reference to this Agreement includes the Schedules to it, each of which forms part of this Agreement for all purposes;
- (E) a reference to an enactment or statutory provision shall be construed as a reference to any subordinate legislation made under the relevant enactment or statutory provision and shall be construed as a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, reenacted or replaced;
- (F) words in the singular shall include the plural and vice versa;
- (G) references to one gender include other genders;
- (H) references to a “**company**” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (I) a reference to a Recital, Clause, Schedule (other than to a schedule to a statutory provision) shall be a reference to a Recital, Clause, Schedule (as the case may be) of or to this Agreement;
- (J) a reference to “**includes**” or “**including**” shall mean “**includes without limitation**” or “**including without limitation**”;
- (K) references to documents “**in the agreed form**” or any similar expression shall be to documents agreed between CGI Europe and Logica, annexed to this Agreement and initialled for identification by or on behalf of CGI Europe and Logica;
- (L) the headings in this Agreement are for convenience only and shall not affect its interpretation;
- (M) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;
- (N) references to this Agreement include this Agreement as amended or supplemented in accordance with its terms; and
- (O) references to times of day are to London time.

**SCHEDULE 2**  
**RULE 2.7 ANNOUNCEMENT**

## **SCHEDULE 3**

### **LOGICA SHARE SCHEMES**

Logica and CGI Europe agree that the following arrangements will, where appropriate subject to the Offer becoming effective in all respects, be implemented with respect to the Logica Share Schemes and certain employment arrangements.

Without prejudice to the obligations of CGI Europe under Rule 15 of the Code, CGI Europe's obligations in this Schedule:

- (a) with respect to share options and share awards, apply to those arising under the terms of the relevant plans and arrangements as in force at the date of this Agreement on the terms disclosed in writing to CGI Group Inc. prior to 29 May 2012 and as presented in the Agreed Form Spreadsheet; and
- (b) with respect to service agreements, bonus entitlements and indemnity and insurance arrangements, apply to those agreements, entitlements and arrangements disclosed in writing to CGI Group Inc. prior to 29 May 2012.

#### **1. EMPLOYEE SHARE SCHEME MATTERS**

1.1 The Agreed Form Spreadsheet summarises outstanding options and awards in respect of Logica Shares granted to employees under the share schemes referred to therein as of the dates set forth therein.

1.2 Logica and CGI Europe agree that it is their commercial intention that, subject to the rules of the Logica Share Schemes, options and awards under the Logica Share Schemes become exercisable or vest as a consequence of the Offer. Accordingly they agree that if the Offer is effected, as is planned, by way of the Scheme and scheme counsel is of the opinion that the Scheme is not for the purposes of or in connection with the reconstruction of Logica or its amalgamation with another company, they will document the Scheme as "a general offer by way of scheme of arrangement" if this will assist in enabling options and awards held under any of the Logica Share Schemes to be exercised pursuant to the rules of those schemes in consequence of a general offer.

1.3 Logica and CGI Europe acknowledge that options and awards under certain of the Logica Share Schemes may in any event become capable of vesting and/or becoming exercisable early in consequence of the Court's sanction of the Scheme. Logica and CGI Europe agree that if this is in fact the case and if the Offer is effected by way of a scheme of arrangement, the timetable for its implementation shall so far as practicable (consistently with Logica's and CGI Europe's objective that the Effective Date should precede the Long Stop Date by as long as possible) be fixed so as to enable such options and awards under the relevant Logica Share Schemes to be exercised or vest in sufficient time to enable the resulting Logica Shares acquired by participants in the relevant Logica Share Schemes to participate in the Offer in accordance with its terms so that their Logica Shares are acquired by cancellation pursuant to the Scheme.

1.4 If the Offer is effected by way of the Scheme, CGI Europe agrees that the Articles of Association of Logica can be (and will remain) amended as described in the 2.7 Announcement so that any Logica Shares issued after the Record Date pursuant to the exercise or vesting of options or awards under the Logica Share Schemes will be acquired by CGI Europe on terms equivalent to those



available to other holders of Logica Shares under the Offer (other than in respect of certain terms relating to procedure and timing of satisfaction).

1.5 CGI Europe agrees that if necessary in order to obtain a corporation tax deduction in respect of the exercise of any option or vesting of any award under the Logica Share Schemes, Logica and CGI Europe shall seek to retain the admission to listing on the Official List of the UK Listing Authority and to trading on the London Stock Exchange of the Logica Shares for a period of two business days following the date of which CGI Europe obtains control of Logica for the purposes of the Logica Share Schemes.

#### Sharesave Schemes and Share Matching Plan

1.6 If, as is planned, the Offer is implemented by way of the Scheme and the Scheme becomes effective, options granted under the Logica 2005 UK Sharesave Scheme and the Logica 2005 International Sharesave Scheme (together the “**Logica Sharesave Schemes**”) will then be exercisable for a period of six months following the Effective Date (as the Board of Logica intends to exercise its power to extend the initial exercise period beyond the basic one month specified in the rules), these options will only be exercisable to the extent of savings made under the related savings contract at the time of exercise together with any accrued interest or bonus due to the relevant employee at that time. Accordingly, CGI Europe intends to offer compensation to certain participants in the Logica Sharesave Schemes who exercise their options in the six month period following the Effective Date in recognition of the early exercise of their options. The compensation payable will be equal to the net gain (that is 105 pence per Logica Share minus the relevant exercise price) for each additional Logica Share the participant would have received had they continued saving for an additional period of twelve months from the Effective Date or, if shorter, until the end of the maturity period under his or her savings contract. The compensation payment will be subject to and reduced by deductions for income tax payable and employee’s social security contributions. The options to which this compensation proposal relates are those granted in 2010 at an exercise price of 96 pence per share and those granted in 2012 at an exercise price of 71 pence per share.

1.7 If, as is planned, the Offer is effected by way of the Scheme and the Scheme becomes effective, options under the Logica Sharesave Schemes will cease to be exercisable after the date falling six months after the Effective Date but participants may continue to hold their options and, subject to the rules of the Logica Sharesave Schemes, exercise those options within the exercise period following maturity of the related savings contract. Participants who choose to do this will not be entitled to the compensation payment described in paragraph 1.6 above.

1.8 In respect of the Logica Employee Share Matching Plan, Logica and CGI Europe have agreed that awards will cease to be exercisable 6 months following the Effective Date (this being the post-Effective Date exercise period specified in the rules), but participants may continue to hold their award and, subject to the rules of the plan, exercise their award within the normal vesting window under the plan (that is, between the third and tenth anniversaries of the grant of the award).

#### Executive Share Plans

1.9 CGI Europe acknowledges that the extent to which awards under the Restricted Share Plan (“**RSP**”), the Partners’ Incentive Plan (“**PIP**”) and the Partners Performance Multiplier Plan (“**PPMP**”) vest in connection with the Offer is to be determined in accordance with the rules of the relevant plans and actions taken and discretions exercised pursuant to those rules by the remuneration committee of Logica (or other duly constituted committee of the Board as appropriate). In particular CGI Europe acknowledges Logica’s statement that the Remuneration Committee has broad discretion

to determine vesting levels, having regard to factors which includes performance conditions and time elapsed. To encourage the retention of senior executives and management of Logica (including the Executive Directors) after the Effective Date Logica agrees that, with CGI Europe's agreement, it will procure that the Remuneration Committee will exercise its discretions under these plans so that:

- (a) 50 per cent. of each participant's aggregate share awards under these plans will vest on the sanction of the Scheme and become due on the Effective Date. The relevant number of Logica Shares would be issued to the employee share trust ("EST") prior to the Scheme Record Time so that on the Effective Date those shares would be acquired by CGI Europe under the Scheme and then the relevant cash proceeds would be paid to participants within 14 days of the Effective Date, (subject to the participants' right to elect to receive the cash proceeds on 30 April 2013 irrespective of whether he remains in employment of the Logica Group); and
- (b) the balance of 50 per cent. of the Logica Shares under these aggregate awards would vest and be satisfied in equal amounts on 31 May 2013 and 31 January 2014. Vesting of each tranche of shares would be dependent on the participant remaining in service until the stated date, or if he has ceased employment, the participant not having ceased employment through resignation (other than constructive dismissal) or dismissal for cause (defined by reference to the participant's terms of employment as in force on 1 May 2012). In the event of a participant's cessation of employment where entitlement to vesting of an award is preserved, such award will vest on the cessation date and payment in respect of that award will be made no later than 14 days after the date of cessation. The intention of Logica and CGI Europe is that Logica would satisfy these awards on vesting by either making a cash payment equal to the price per Logica Share offered by CGI Europe under the Offer multiplied by the vested number of Logica Shares or by issuing the requisite number of Loan Star Shares and acquiring those shares for the same consideration payable in respect of Logica Shares under the Scheme and pursuant to the amended Logica Articles of Association, with, in each case, cash payments subject to deductions for income tax payable and employee's social security contributions.

1.10 In the case of the Deferred Investment Share Plan and the Long Term Incentive Plan, CGI Europe acknowledges that the Remuneration Committee is unlikely to be able to determine that any material number of Logica Shares will vest on the Effective Date and accordingly CGI Europe has agreed to make a cash payment equal to the amount due on full vesting of the Logica Shares under these awards (or will procure that Logica makes such a payment). The payment would be made in three instalments on the same basis as payment under the RSP, PIP and PPMP as set out in 1.9 (a) and (b) above, with entitlements to the 31 May 2013 and 31 January 2014 instalments being subject to the employment-related conditions set out in 1.9 (b) above. Logica and CGI Europe will discuss whether these payments can be more tax efficiently made by Logica and seek to implement them in that manner if appropriate.

1.11 Options granted under the Logica 1996 Executive Share Option Scheme are already exercisable and CGI Europe agrees that they will remain exercisable, subject to the rules of the plan, until the tenth anniversary of the relevant option grant date.

#### **Satisfaction of Awards and/or Options in Cash**

1.12 Logica and CGI Europe agree that, without prejudice to the generality of the foregoing and in accordance with the rules of the Logica Share Schemes, if, after consultation with CGI Europe, Logica reasonably considers it appropriate for tax, securities law or administrative reasons, CGI Europe or Logica will offer to holders of options and awards who are not resident in the United Kingdom (or any other persons so permitted in accordance with the rules), a cash sum equal to the

latent profit in their option or award (being the difference between the price per Logica Share offered by CGI Europe under the Offer and the exercise price of that option or award (if any) and less any required deductions for income tax and employee's social security contributions) in satisfaction of (or where relevant in return for agreeing to cancel) their option or award. This paragraph does not apply to arrangements covered by 1.9 or 1.10 above.

## **Employee Share Trust**

1.13 Logica agrees that the trustee of the EST will use the Logica Shares registered in its name at the Scheme Record Time, or issued to it subsequently, to satisfy awards under the RSP, PIP and/or PPMP to the extent awards under such plans vest on or following the court sanction of the Scheme.

1.14 Logica shall issue to the trustee of the EST immediately prior to the court sanction of the Scheme the number of Logica shares required to enable the EST to satisfy the first tranche of RSP, PIP and PPMP awards which vest upon the court sanction of the scheme.

## **2. EMPLOYMENT MATTERS**

2.1 CGI Europe intends that the existing employment rights, including pension entitlements, of the management and employees of the Logica Group will be fully respected.

2.2 Logica and CGI Europe hereby agree:

- (a) in relation to the service contracts in force at 1 May 2012 of the Executive Directors of Logica and the seven other persons comprising its Executive Committee, CGI Europe has agreed that if any of those individuals are terminated (including constructive dismissal) by the Logica Group, other than for cause (determined by reference to the participant's service contract), before 31 January 2014 their service contracts will be honoured without mitigation and with contractual payments in lieu of notice being made at the time of their cessation of employment;
- (b) in relation to bonuses for the 2012 financial year, Logica and CGI Europe have agreed that the Executive Directors and Executive Committee members will, at the time of completion of the Offer, be paid "at target" bonuses pro-rated to reflect the duration of the 2012 financial year up to closing; and
- (c) the arrangements in relation to service contracts and 2012 bonuses for Logica's Executive Directors and Executive Committee members have been implemented with CGI Europe's agreement in order to ensure that Logica's senior team remains focused on ensuring stability in the business at a potentially unsettling time for clients, employees and other stakeholders.

2.3 CGI Europe shall procure that Logica shall maintain the level of cover provided by its current directors' and officers' liability insurance for both current and former directors and officers of Logica Group (including run off cover for a period of six years following a director's or officer's retirement) for acts and omissions up to and including the Effective Date, to include directors and officers who retire or whose employment is terminated as a result of the Offer. Such insurance shall be with reputable insurers and provide cover at least as broad in its scope as that provided to current directors as at the date of this Agreement. Further, CGI Europe shall procure that Logica complies with its obligations as in force as at 1 May 2012 to indemnify the directors of Logica in accordance with the terms of their respective service agreements, letters of appointment or separate deeds of indemnity, as the case may be.

**IN WITNESS** of which the Parties have executed this Agreement on the date first written above.

**EXECUTED** by  
acting for and on behalf of  
**CGI GROUP INC.**

  
\_\_\_\_\_

**EXECUTED** by  
acting for and on behalf of  
**CGI GROUP HOLDINGS EUROPE  
LIMITED**

  
\_\_\_\_\_

**EXECUTED** by  
acting for and on behalf of  
**LOGICA PLC**

\_\_\_\_\_

IN WITNESS of which the Parties have executed this Agreement on the date first written above.

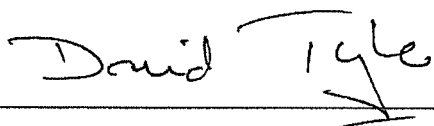
**EXECUTED by**  
acting for and on behalf of  
**CGI GROUP INC.**

---

**EXECUTED by**  
acting for and on behalf of  
**CGI GROUP HOLDINGS EUROPE  
LIMITED**

---

**EXECUTED by**  
acting for and on behalf of  
**LOGICA PLC**

David Tyle  
  

---

**Lone Star Shares for Consideration Purposes (as at 30 May 2012) - See Note 1**

Registrar's Issued Share Capital as at 30 May 2012

Dilution of share capital by employee share plans as published on page 87 Report and Accounts for 2011 (at 31 December 2011) - See Note 2 and tab "Additional Information"

PIP	1,620,160,491
PPMP	5,990,789
LTIP	4,752,937
ESOS	9,941,147
Sharesave UK	5,035,341
Sharesave International	10,765,141
	<u>7,212,669</u>
	43,698,024

Awards granted from 31 December 2011 to 30 May 2012 - See Note 3

PIP	4,258,090
PPMP	2,201,834
LTIP	206,935
Sharesave UK	4,605,810
Sharesave International	<u>3,250,997</u>
	14,523,666

**Fully diluted share capital if all awards vested (ignoring options exercises and lapses since 31 December 2011 - see section below)****1,678,382,181**

Option exercises from 31 December 2011 to 30 May 2012 (i.e. not included in the share capital figures from 31 Dec 2011) - See Note 4

PIP	111,489
LTIP	5,008,612
Sharesave UK 2009 grant	1,867,110
Sharesave International 2009 grant	<u>1,199,714</u>
	-8,186,925

Option and award lapses from 31 December 2011 to 30 May 2012

PIP	-247,016
PPMP	-1,697,281
LTIP	-3,333,019
ESOS	-2,740,130
Sharesave UK	-457,801
Sharesave International	<u>-286,538</u>
	-8,761,785

ESOS awards underwater

Sharesave options underwater i.e. 2011 grants with 114p strike price

LON20970363 / 5

	-2,295,211
	<u>-2,712,711</u>
	-5,007,922

**Total number of shares for consideration purposes**

**1,659,492,912**

Notes

- 1 These calculations do not account for the underwater Unilog BSAR warrants over 5,491,034 shares (which have a strike price of 146p). The figures keep in account as a share number awards granted under the DISP and LTIP despite the proposal regarding cash settlement by Cargo (because the cash cost remains the same).
- 2 This figure includes all options and awards granted under the employee share plans (excluding those granted by the Employee Benefit Trust (*EBT*)) and to be satisfied by market purchase - see Note 5 below) and assumes full vesting, and in the case of Sharesave options, exercise occurs when final maturity is reached.
- 3 This figure assumes full vesting and exercise under each of the awards. In particular it assumes that participants in the 2010 and 2012 Sharesave will continue saving under the maturity of their Sharesave contracts and then exercise in full. Alternatively should participants accept an inducement that Cargo may offer to exercise their outstanding options early at a September 2012 closing, the remainder of shares under option would then lapse. If (hypothetically) all employee accept the inducement the lapse figure in those circumstances would amount to 7,755,041 shares (see tab "Additional Information" for further detail) and accordingly would reduce the total dilution figure to 1,651,743,680. The inducement itself is not costed here (nor is any related tax gross-up).
- 4 Only the Sharesave UK and Sharesave International exercises had a strike price, £0.54. The other grants were of free shares.
- 5 The EBT at 17 May 2012 held 8,305,636 shares and had granted awards in respect of 11,372,999 shares - of which 8,113,408 must be satisfied by market purchase (8,063,144 shares for RSP awards and 50,264 shares for awards under the historic Executive Equity Partnership Plan (EEPP)), the remainder of 3,259,591 shares could be satisfied by new issue. Once the remainder in the EBT is used after RSP and EEPP satisfaction (204,346 shares) there is a shortfall of 3,067,363 as reflected above. The EBT shortfall of Lone Star shares in respect of each plan (assuming the shares currently held in the EBT will be used to satisfy outstanding RSP awards, EEPP awards and the remainder in the EBT of 204,346 shares will be used towards DISP awards) are as follows:

<u>Share plan</u>	<u>EBT shortfall of Lone Star shares under award</u>
DISP	1,271,803
EEPP	1,795,560

In respect of outstanding DISP awards, the proposed cash settlement treatment of such awards will impact the mechanics of satisfaction but not the cash cost.

There will be additional cash liabilities in respect of dividend equivalents payable under the PIP and PPMP awards for 2010, 2011 and 2012 and the RSP award linked to the PIP Award in 2010. The total number of shares on which dividend equivalent payments are applicable is 15.7 million. The accrued cash figure (historically Lone Star have settled dividend equivalents in cash not shares) to satisfy the dividend equivalent liability for unvested awards under the PIP and PPMP is anticipated to be £921,412.

Consideration	Share Count	Response	Outstanding	Option Price (p)
Dilution of share capital by employee share plans as published on p.87 AR 2011	43,733,807	Partners' Incentive Plan (2010)	1,207,703	n/a
		PIP (2011)	4,783,086	n/a
		Partners' Performance Multiplier Plan (2009)	1,143,023	n/a
		PPMP (2010)	702,548	n/a
		PPMP (2011)	2,907,366	n/a
		Long Term Incentive Plan (2009)	8,483,313	n/a
		LTIIP (2010)	247,673	n/a
		LTIIP (2011)	1,210,161	n/a
		Executive Share Option Scheme (September 2002)	767,079	107.2331
		ESOS (May 2005)	210,473	143.9297
		ESOS (September 2005)	79,638	156.2351
		ESOS (September 2004)	108,081	156.4548
		ESOS (April 2005)	2,393,701	159.0917
		ESOS (April 2006)	15,000	192.75
		ESOS (March 2004)	111,493	234.6823
		ESOS (September 2003)	1,348,170	238.1891
		ESOS (March 2002)	1,706	377.0738
		UK Sharesave (2008 deferrals)	26,451	90
		UK (2009)	5,331,229	54
		UK (2010)	2,527,399	96
		UK (2011)	2,880,062	114
		Sharesave International (2009)	5,001,577	54
		International (2010)	2,211,092	96
			<b>43,698,024</b>	
Outstanding awards to be satisfied from the EBT at 31-Dec-11		Restricted Share Plan	7,254,251	n/a
		Deferred Investment Share Plan	2,564,198	n/a
		Partners' Incentive Share Plan (2009 award)	2,049,226	n/a
		Executive Equity Partnership Plan	50,264	n/a
		Employee Share Match Plan	1,792,188	n/a
		Executive Share Option Scheme	682,620	n/a
			<b>14,392,747</b>	
There are no shares outstanding under the RSP, DISP, EXEPP, ESMP to be satisfied by newly issued shares.				
Outstanding Awards under the Sharesave Plans				
If participants exercise awards by end September		Sharesave UK (2010)	-526,270	96p
		UK (2011) lapsed in entirety on dilution sheet	0	114p
		UK (2012)	-3,959,129	71
		Sharesave International (2010)	-470,172	
		International (2011)	-2,799,470	
			<b>-7,755,041</b>	



Consideration	Share Count	Response	Lapses	Option Price (p)
Lapses - UK and International		UK Sharesave (2008 deferrals)	24,318	90
Sharesave 31 December - 30 May 2012		UK (2009)	109,046	54
		UK (2010)	148,974	96
		UK (2011)	167,351	114
		UK (2012)	8,112	71
		<b>Total Lapses</b>	<b>457,801</b>	-
		Sharesave International (2009)	202,314	54
		International (2010)	84,224	96
		<b>Total Lapses</b>	<b>286,538</b>	-

# Movements from 23 May to 30 May

Shares in issue figure as at 23 May 2012	1,619,840,596
Movements to 30 May 2012	
<b>Shares allotted on 24 May 2012</b>	<b>319,895</b>

<b>Detail:</b>	<b>Allotment</b>	<b>Price</b>
Allotment		
Uk Sharesave Plan	167,058	54p
International Sharesave Plan	144,470	54p
Partners' Incentive Plan (2010 award)	3,157	nil
Partners' Incentive Plan (2011 award)	5,210	nil
	<u>319,895</u>	

Lapses	Lapses	
UK Sharesave Plan (31 March 2010)	7,940	96p
UK Sharesave Plan (08 April 2009)	5,422	54p
UK Sharesave Plan (31 May 2011)	2,850	114p
	<u>16,212</u>	

International Sharesave Plan (08 April 2009)	6,992	54p
International Sharesave Plan (31 March 2010)	1,657	96p
	<u>8,649</u>	

**No new grants have been awarded**

## **Movements in the EBT**

Transfers from the Employee Share Match Plan	12,118
Transfers from the Restricted Share Plan	3,302
	<u>15,420</u>

Shares in Issue figure as at 30 May	1,620,160,491
-------------------------------------	---------------