

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PART TWO OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE 2006 ACT. THIS DOCUMENT CONTAINS DETAILS OF A PROPOSED ACQUISITION WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF LISTING AND ADMISSION TO TRADING OF LOGICA SHARES ON THE MAIN MARKET OF THE LONDON STOCK EXCHANGE AND ON EURONEXT AMSTERDAM.

If you are in any doubt as to the action you should take, you are recommended to seek your own advice as soon as possible from your stockbroker, bank, solicitor, accountant, fund manager or other appropriate independent professional adviser who, if you are taking advice in the United Kingdom, is appropriately authorised to provide such advice under the United Kingdom Financial Services and Markets Act 2000, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

If you have sold or otherwise transferred all of your Logica Shares, please send this document at once, but not the personalised Forms of Proxy, to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction. If you have sold or otherwise transferred part of your holding of Logica Shares, please retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this document in or into jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document comes should inform themselves about, and observe, any such restrictions or applicable requirements. Failure to comply with any such restrictions or applicable requirements may constitute a violation of the securities laws of any such jurisdiction.

Recommended Cash Acquisition of Logica plc by CGI Group Holdings Europe Limited

**(a wholly-owned subsidiary of CGI Group Inc.)
to be effected by means of a Scheme of Arrangement under
Part 26 of the Companies Act 2006**

You should read this document and the documents incorporated by reference in their entirety, together with the accompanying Forms of Proxy. Your attention is drawn in particular to Part One of this document, which contains the unanimous recommendation of the Logica Directors that Logica Shareholders vote in favour of the Scheme at the Court Meeting and at the General Meeting. A letter from Rothschild, Bank of America Merrill Lynch and Deutsche Bank explaining the Scheme appears in Part Two of this document.

Notices of the Court Meeting and the General Meeting to be held on 16 July 2012 are set out in Parts Ten and Eleven of this document. The Court Meeting will start at 10:00 a.m. on that date and the General Meeting will start at 10:15 a.m. (or as soon thereafter as the Court Meeting is concluded or adjourned). Please also refer to page 7 which contains an indicative timetable of certain principal events in relation to the approval and implementation of the Scheme.

Your attention is drawn to pages 8 to 10 of this document which explain the actions you should take in relation to the Scheme.

Logica Shareholders will find enclosed with this document a BLUE Form of Proxy and a WHITE Form of Proxy. The BLUE Form of Proxy is to be used in connection with the Court Meeting and the WHITE Form of Proxy is to be used in connection with the General Meeting. Whether or not you intend to attend both or either of these Shareholder Meetings, please complete and sign both Forms of Proxy and return them in accordance with the instructions by post or (during normal business hours only) by hand to the Registrar, so as to arrive as soon as possible but in any event by no later than 10:00 a.m. on 14 July 2012 (in the case of the BLUE Form of Proxy for the Court Meeting) or 10:15 a.m. on 14 July 2012 (in the case of the WHITE Form of Proxy for the General Meeting) (or in the case of any shareholder adjournment, not later than 48 hours before the time fixed for the holding of the adjourned Shareholder Meeting). Alternatively, you may complete the Forms of Proxy at www.logica-shares.com by following the instructions on the website.

If the BLUE Form of Proxy relating to the Court Meeting is not returned so as to be received by the time mentioned above for return of the BLUE Form of Proxy, it may be handed to the Registrar at the venue of the Court Meeting or the Chairman of the Court Meeting before the start of the Court Meeting and will still be valid. However, in the case of the General Meeting, if the WHITE Form of Proxy is not lodged so as to be received by the time mentioned above for return of the WHITE Form of Proxy and in accordance with the instructions on that WHITE Form of Proxy, it will be invalid.

Goldman Sachs International, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting for CGI and CGI Europe and no one else in connection with the Acquisition and will not be responsible to anyone other than CGI and CGI Europe for providing the protections afforded to clients of Goldman Sachs International, or for giving advice in connection with the Acquisition or any matter referred to herein.

Rothschild, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively for Logica and no one else in connection with the Acquisition and will not be responsible to anyone other than Logica for providing the protections afforded to clients of Rothschild or for providing advice in connection with the Acquisition or in relation to matters described in this document or any transaction or arrangement referred to herein.

Bank of America Merrill Lynch, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively for Logica and for no one else in connection with the Acquisition and will not be responsible to any person other than Logica for providing the protections afforded to clients of Bank of America Merrill Lynch or for providing advice in relation to the Acquisition, the content of this document or any matter referred to herein.

Deutsche Bank AG, London Branch is authorised under German Banking Law (competent authority: BaFin – Federal Financial Supervisory Authority) and authorised and subject to limited regulation by the Financial Services Authority. Details about the extent of Deutsche Bank AG, London Branch's authorisation and regulation by the Financial Services Authority are available on request. Deutsche Bank AG, London Branch is acting as financial adviser to Logica and no one else in connection with the Acquisition or the contents of this document and will not be responsible to any person other than Logica for providing the protections afforded to clients of Deutsche Bank AG, London Branch, nor for providing advice in relation to the Acquisition or any matters referred to in this document.

Some words and terms used in this document are defined in Part Nine of this document. All times referred to are London times unless otherwise stated.

TABLE OF CONTENTS

TABLE OF CONTENTS	2
IMPORTANT NOTICE	3
IMPORTANT NOTICE ABOUT VOTING ON THE ACQUISITION	6
EXPECTED TIMETABLE OF PRINCIPAL EVENTS	7
ACTION TO BE TAKEN	8
PART ONE LETTER FROM THE CHAIRMAN OF LOGICA PLC	11
PART TWO EXPLANATORY STATEMENT	16
PART THREE CONDITIONS AND CERTAIN FURTHER TERMS OF THE ACQUISITION	30
PART FOUR THE SCHEME OF ARRANGEMENT	38
PART FIVE FINANCIAL AND OTHER INFORMATION ON LOGICA AND CGI	44
PART SIX TAXATION	46
PART SEVEN ADDITIONAL INFORMATION	50
PART EIGHT BASES AND SOURCES	68
PART NINE DEFINITIONS	69
PART TEN NOTICE OF COURT MEETING	78
PART ELEVEN NOTICE OF GENERAL MEETING	80
APPENDIX I INTERIM MANAGEMENT STATEMENT PUBLISHED ON 11 MAY 2012	85
APPENDIX II LOGICA PROFIT FORECAST AND REPORTS	90

IMPORTANT NOTICE

This document and the accompanying Forms of Proxy have been prepared for the purposes of complying with the laws of England and Wales, the Code and the Listing Rules, and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside England and Wales or if the Code and/or Listing Rules had not applied. This document and the Conditions and further terms set out in this document are governed by the laws of England and Wales and are subject to the jurisdiction of the English courts.

The release, publication or distribution of this document in or into jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document comes should inform themselves about, and observe, any such restrictions or applicable requirements. Failure to comply with any such restrictions or applicable requirements may constitute a violation of the securities laws of any such jurisdiction. This document is not intended to and does not constitute, or form part of, any offer to sell or issue or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction in which such offer or solicitation is unlawful, nor shall there be any sale, issuance or transfer of securities of Logica or CGI in any jurisdiction in contravention of applicable law. The information disclosed in this document may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws and regulations of any other jurisdiction outside of England and Wales.

Overseas Shareholders

The release, publication or distribution of this document in certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to other jurisdictions should inform themselves of, and observe, any applicable requirements.

The Acquisition relates to the shares of an English company and is proposed to be effected by means of a scheme of arrangement under the laws of England and Wales. Neither the proxy solicitation rules nor (unless implemented by means of a Takeover Offer) the tender offer rules under the Exchange Act will apply to the Acquisition. Moreover, the Acquisition is subject to the disclosure requirements and practices applicable in the United Kingdom and under the Code to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules. If CGI Europe exercises its right to implement the Acquisition of the Logica Shares by way of a Takeover Offer, the Takeover Offer will be made in compliance with applicable US securities laws and regulations.

Unless otherwise determined by CGI Europe or required by the Panel, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this document and all other documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this document and all other documents relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

The availability of the Acquisition to Logica Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.

Forward Looking Statements

This document (including information incorporated by reference in this document), oral statements made regarding the Acquisition and other information published by CGI and Logica contains statements that are or may be forward looking statements. Forward looking statements are prospective in nature and are not based on historical facts, but rather on the current expectations and projections of the management of CGI and Logica about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward looking statements. The forward looking statements contained in this document include statements relating to the expected effects of the Acquisition on CGI and Logica, the expected timing and scope of the Acquisition and other statements other than historical

facts. All statements other than statements of historical facts included in this document may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words “targets”, “plans”, “believes”, “expects”, “aims”, “intends”, “will”, “should”, “could”, “would”, “may”, “anticipates”, “estimates”, “synergy”, “cost-saving”, “projects”, “goal”, “strategy”, “budget”, “forecast” or “might” or, words or terms of similar substance or the negative thereof, are forward looking statements. Forward looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of CGI’s or Logica’s operations and potential synergies resulting from the Acquisition; and (iii) the effects of government regulation on CGI’s or Logica’s business.

These forward looking statements are not guarantees of future financial performance. Except as expressly provided in this document, they have not been reviewed by the auditors of CGI or Logica or their respective financial advisers. Such forward looking statements involve known and unknown risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied in any forward looking statements. These factors include the fulfilment of the Conditions, as well as additional factors, such as: fluctuations in the capital markets; fluctuations in interest and exchange rates; increased regulation or regulatory scrutiny; the occurrence of unforeseen disasters or catastrophes; political or economic instability in principal markets; adverse outcomes in litigation; and general, local and global economic, political, business and market conditions. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward looking statements. Such forward looking statements should therefore be construed in the light of such factors. Neither CGI nor Logica, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward looking statements in this document will actually occur. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, which speak only as of the date hereof.

All subsequent oral or written forward looking statements attributable to CGI or Logica or any of their respective members, directors, officers or employees or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. CGI and Logica disclaim any obligation to update or revise any forward looking or other statements contained herein other than in accordance with their legal and regulatory obligations.

Profit Forecast

The Logica Profit Forecast is a profit forecast for the purposes of Rule 28 of the Code. As such it is a requirement under the Code that the Logica Profit Forecast be reported on by Logica’s reporting accountants and financial advisers. The bases and assumptions behind the Logica Profit Forecast and the reports of the Logica Financial Advisers and PricewaterhouseCoopers are set out in Appendix II to this document. The Logica Directors confirm that the Logica Profit Forecast remains valid. PricewaterhouseCoopers, Rothschild, Bank of America Merrill Lynch and Deutsche Bank have indicated that they have no objection to their reports dated 31 May 2012 relating to the Logica Profit Forecast continuing to apply.

Publication on website

A copy of this document will be available free of charge (subject to any applicable restrictions with respect to persons resident in Restricted Jurisdictions) on Logica’s and CGI’s websites (www.logica.com and www.cgi.com respectively) by no later than 12:00 p.m. (London time) on the business day following posting of this document to Logica Shareholders.

Availability of hard copies

If you have received this document in electronic form, you may request a hard copy of this document and/or any information incorporated into this document by reference to another source by calling the Shareholder Helpline on 0871 664 0321 (from inside the United Kingdom)¹ or +44 (0)20 8639 3399 (from outside the United

¹ Calls to the 0871 664 0321 number cost 10 pence per minute from a BT landline. Other network providers’ costs may vary. Lines are open 9:00 a.m. to 5:30 p.m. Monday to Friday. Calls to the Shareholder Helpline from outside the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The Shareholder Helpline is available to answer questions regarding this document, the Shareholder Meetings or the completion and return of the Forms of Proxy. However, the Shareholder Helpline cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.

Kingdom). You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form. Copies of this document and any document or information incorporated by reference into this document will not be provided unless such a request is made.

Dealing Disclosure Requirements

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any paper offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any paper offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) of the Code applies must be made by no later than 3:30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3:30 p.m. (London time) on the 10th business day following the announcement in which any paper offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a paper offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any paper offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any paper offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror, save to the extent that these details have previously been disclosed under Rule 8 of the Code. A Dealing Disclosure by a person to whom Rule 8.3(b) of the Code applies must be made by no later than 3:30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a paper offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.

Rounding

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Date of publication

This document is published on 21 June 2012.

IMPORTANT NOTICE ABOUT VOTING ON THE ACQUISITION

Whether or not you plan to attend the Shareholder Meetings, if you are a Logica Shareholder please:

- complete and return the BLUE Form of Proxy (for the Court Meeting); and
- complete and return the WHITE Form of Proxy (for the General Meeting),

so they are received by no later than 10:00 a.m. on 14 July 2012 (in the case of the BLUE Form of Proxy for the Court Meeting) or 10:15 a.m. on 14 July 2012 (in the case of the WHITE Form of Proxy for the General Meeting).

Alternatively, the BLUE Form of Proxy may be handed to the Registrar at the venue of the Court Meeting or the Chairman of the Court Meeting before the start of the Court Meeting and will still be valid. However, in the case of the General Meeting, the WHITE Form of Proxy will be valid only if it is returned by the time indicated above.

The completion and return of the Forms of Proxy will not prevent eligible Logica Shareholders from attending and voting at the Court Meeting or the General Meeting, or any adjournment thereof, in person.

IT IS IMPORTANT THAT, FOR THE COURT MEETING, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY, OR APPOINT A PROXY ELECTRONICALLY (AS APPROPRIATE), AS SOON AS POSSIBLE.

IF YOU ARE A LOGICA SHAREHOLDER, YOUR ATTENTION IS DRAWN TO THE REGIME FOR THE APPOINTMENT OF PROXIES, IN PARTICULAR THE APPOINTMENT OF MORE THAN ONE PROXY, SET OUT IN THE NOTES TO THE FORMS OF PROXY AND THE NOTES IN RESPECT OF THE APPOINTMENT OF MULTIPLE PROXIES SET OUT IN THE NOTICE OF THE GENERAL MEETING AND THE NOTICE OF THE COURT MEETING.

THE LOGICA DIRECTORS UNANIMOUSLY RECOMMEND THAT YOU VOTE IN FAVOUR OF THE RESOLUTIONS TO BE PROPOSED AT THE COURT MEETING AND THE GENERAL MEETING.

This page should be read in conjunction with the section entitled “ACTION TO BE TAKEN”, starting on page 8 of this document, the rest of this document, the accompanying Forms of Proxy and any document incorporated by reference.

FOR FURTHER INFORMATION, A SHAREHOLDER HELPLINE IS AVAILABLE AS FOLLOWS:

0871 664 0321 or +44 (0)20 8639 3399 if calling from outside the United Kingdom.

The Shareholder Helpline is available to answer questions regarding this document, the Shareholder Meetings or the completion and return of the Forms of Proxy. However, the Shareholder Helpline cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.

Calls to the 0871 664 0321 number cost 10 pence per minute from a BT landline. Other network providers' costs may vary. Lines are open 9:00 a.m. to 5:30 p.m. Monday to Friday. Calls to the Shareholder Helpline from outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following timetable sets out the expected dates for implementation of the Acquisition (some of which are indicative):

	Time and/or date¹
Latest time for lodging BLUE Form of Proxy for the Court Meeting²	10:00 a.m. on 14 July 2012
Latest time for lodging WHITE Form of Proxy for the General Meeting	10:15 a.m. on 14 July 2012
Scheme Voting Record Time²	6:00 p.m. on 14 July 2012
Court Meeting³	10:00 a.m. on 16 July 2012
General Meeting⁴	10:15 a.m. on 16 July 2012
Scheme Court Hearing	16 August 2012
Last day of dealings in, and for registration of transfers of, Logica Shares	17 August 2012
Reduction Record Time	6:00 p.m. on 17 August 2012
Reduction Court Hearing	20 August 2012
Effective Date	20 August 2012
Earliest date for cancellation of listing and admission to trading of Logica Shares	8:00 a.m. on 21 August 2012
Latest date for despatch of Consideration	by 3 September 2012
Long Stop Date	16 November 2012

- 1 All times shown in this document are London times unless otherwise stated. Some dates are indicative only and will depend, among other things, on the date upon which the Court sanctions the Scheme and whether (and, if so, when) the Conditions are fulfilled or (if capable of waiver) waived. IF THE EXPECTED DATE OF THE SCHEME COURT HEARING OR ANY OTHER KEY DATE IS CHANGED, LOGICA WILL GIVE NOTICE OF THIS CHANGE BY ISSUING AN ANNOUNCEMENT VIA A REGULATORY INFORMATION SERVICE. All Logica Shareholders have the right to attend the Scheme Court Hearing in person or through counsel to support or oppose the sanctioning of the Scheme.
- 2 If either the Court Meeting or the General Meeting is adjourned, the voting record time for the adjourned meeting will be 6.00 p.m. on the date falling two days before the adjourned meeting.
- 3 A BLUE Form of Proxy for the Court Meeting not lodged by the required date may be handed to the Registrar or the Chairman of the Court Meeting at the venue of the Court Meeting, before the start of the Court Meeting.
- 4 The Court Meeting and the General Meeting will both be held at Kings Place, 90 York Way, London N1 9AG. The Court Meeting will start at 10:00 a.m. and the General Meeting will start at 10:15 a.m. (or as soon thereafter as the Court Meeting has been concluded or adjourned).

ACTION TO BE TAKEN

For the reasons set out in this document, the Logica Directors, who have been so advised by Rothschild, Bank of America Merrill Lynch and Deutsche Bank, as the independent financial advisers for the purposes of Rule 3 of the Code, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Logica Directors, Rothschild, Bank of America Merrill Lynch and Deutsche Bank have each taken into account the commercial assessments of the Logica Directors.

Accordingly, in order to implement the Acquisition, the Logica Directors recommend that you vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting to approve the Scheme, as the Logica Directors intend to do in respect of their own beneficial holdings of Logica Shares (further details of these irrevocable undertakings are contained in Part Two of this document), and that you take the action described below.

You should read the whole of this document and any documents incorporated into it by reference, and the Forms of Proxy.

This document is also available on the websites of CGI and Logica at www.cgi.com and www.logica.com, respectively.

Voting at the Court Meeting and the General Meeting

The Scheme will require approval at the meeting of Logica Shareholders convened by order of the Court to be held at Kings Place, 90 York Way, London N1 9AG. The Court Meeting will start at 10:00 a.m. on 16 July 2012. Implementation of the Scheme also requires approval of Logica Shareholders at the General Meeting to be held at the same venue at 10:15 a.m. on 16 July 2012 (or as soon thereafter as the Court Meeting has concluded or been adjourned). Notices of the Shareholder Meetings are set out in Parts Ten and Eleven of this document.

Please check you have received the following with this document:

- a BLUE Form of Proxy for use in respect of the Court Meeting at 10.00 a.m. on 16 July 2012; and
- a WHITE Form of Proxy for use in respect of the General Meeting at 10.15 a.m. on 16 July 2012.

If you have not received either of these documents, please contact the Shareholder Helpline on the numbers indicated below.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholder opinion. Whether or not you plan to attend the Shareholder Meetings, you are therefore strongly encouraged to complete, sign and return your Forms of Proxy in accordance with the instructions thereon, or appoint a proxy electronically (as applicable), as soon as possible. Forms of Proxy should be sent to the Registrar at the following address: Capita Registrars, PXS, 34 Beckenham Road, Beckenham, BR3 4TU, so as to be received by the following times and dates:

- BLUE Form of Proxy for the Court Meeting by 10:00 a.m. on 14 July 2012; and
- WHITE Form of Proxy for the General Meeting by 10:15 a.m. on 14 July 2012,

or in the case of an adjourned meeting, not less than 48 hours prior to the time and date set for the adjourned meeting. This will enable your votes to be counted at the Shareholder Meetings in the event of your absence.

Alternatively, BLUE Forms of Proxy (but NOT WHITE Forms of Proxy) may be handed to representatives of the Registrar at the venue of the Court Meeting or the Chairman of the Court Meeting before the start of the Court Meeting on 16 July 2012 and will still be valid. In the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time and date mentioned in the instructions printed thereon, it will be invalid.

The completion and return of a Form of Proxy will not prevent you from attending and voting in person at the Court Meeting, the General Meeting or any adjournment thereof, if you so wish and are so entitled.

Multiple proxy voting instructions

As a Logica Shareholder, you are entitled to appoint a proxy in respect of some or all of your Logica Shares. You are also entitled to appoint more than one proxy as long as each proxy is appointed to exercise rights attached to different Logica Shares. A space has been included on the Forms of Proxy to allow you to specify the number of Logica Shares in respect of which that proxy is appointed.

If you wish to appoint more than one proxy in respect of your shareholding, please call the Shareholder Helpline on 0871 664 0321 from within the United Kingdom (or on +44 (0)20 8639 3399 if calling from outside the United Kingdom) for further Forms of Proxy, or photocopy the Forms of Proxy as required. Calls to the 0871 664 0321 number cost 10 pence per minute from a BT landline. Other network providers' costs may vary. Lines are open 9:00 a.m. to 5:30 p.m., Monday to Friday. Calls to the Shareholder Helpline from outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The Shareholder Helpline is available to answer questions regarding this document, the Shareholder Meetings or the completion and return of the Forms of Proxy. However, the Shareholder Helpline cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.

Shareholders holding shares through CREST

Logica Shareholders who hold Logica Shares through CREST and who wish to appoint a proxy or proxies for the Shareholder Meetings or any adjournment(s) thereof by using the CREST electronic proxy appointment service may do so by following the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed (a) voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the Registrar (ID is RA10) not later than 10:00 a.m. on 14 July 2012 in the case of the Court Meeting and not later than 10:15 a.m. on 14 July 2012 in the case of the General Meeting (or, in the case of an adjourned meeting, not less than 48 hours prior to the time and date set for the adjourned meeting). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which the Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

CREST members and, where applicable, their CREST sponsors or voting service provider(s), should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed (a) voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Logica may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35 (5)(a) of the Regulations.

Electronic appointment of proxies

You may appoint a proxy electronically by logging on to www.logica-shares.com and selecting the “Proxy Voting” link. If you have not previously registered for electronic communications, you will first be asked to register as a new user, for which you will require your investor code (which can be found on either the Proxy Forms, your share certificate or tax voucher), family name and post code (if you are resident in the United Kingdom). Once registered, you will have the opportunity to appoint a proxy online. For an electronic proxy to be valid, your appointment must be received by the Registrar not later than 10:00 a.m. on 14 July 2012 in the case of the Court Meeting and not later than 10:15 a.m. on 14 July 2012 in the case of the General Meeting (or, in the case of an adjourned meeting, not less than 48 hours prior to the time and date set for the adjourned meeting).

Logica Share Schemes

Participants in the Logica Share Schemes should refer to paragraph 9 of Part Two of this document.

Assistance

If you have any questions about this document, the Court Meeting or the General Meeting or are in any doubt as to how to complete and return the Forms of Proxy please call the Shareholder Helpline on 0871 664 0321 from within the United Kingdom (or on +44 (0)20 8639 3399 if calling from outside the United Kingdom). Calls to the 0871 664 0321 number cost 10 pence per minute from a BT landline. Other network providers' costs may vary. Lines are open 9:00 a.m. to 5:30 p.m., Monday to Friday. Calls to the Shareholder Helpline from outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. The Shareholder Helpline is available to answer questions regarding this document, the Shareholder Meetings or the completion and return of the Forms of Proxy. However, the Shareholder Helpline cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.

PART ONE

LETTER FROM THE CHAIRMAN OF LOGICA PLC

**Directors:**

David Tyler (*Non-Executive Chairman*)
Sergio Giacometto-Roggio (*Non-Executive Director*)
Jan Babiak (*Non-Executive Director*)
Noël Harwerth (*Non-Executive Director*)
Dr Wolfhart Hauser (*Non-Executive Director*)
Frédéric Rose (*Non-Executive Director*)
Andrew Green (*Chief Executive Officer and Executive Director*)
Himanshu Raja (*Chief Financial Officer and Executive Director*)

Registered office:

250 Brook Drive
Green Park
Reading RG2 6UA

Registered number:

01631639

21 June 2012

To Logica Shareholders and, for information only, participants in the Logica Share Schemes

Dear Shareholder,

RECOMMENDED CASH ACQUISITION OF LOGICA PLC BY CGI GROUP HOLDINGS EUROPE LIMITED

1. Introduction

On 31 May 2012, the Board of Logica and the Board of CGI announced that they had reached agreement on the terms of the recommended cash acquisition by CGI Europe, a wholly owned indirect subsidiary of CGI, of the entire issued and to be issued ordinary share capital of Logica. The Acquisition will be implemented by way of a scheme of arrangement under Part 26 of the 2006 Act.

This letter sets out the terms of the Acquisition, and the background to, and reasons for, the Logica Directors' recommendation of the Acquisition. Details of the actions you should take are set out on pages 8 to 10 of this document, and the recommendation of the Logica Directors is set out in paragraph 12 of this Part One.

2. Summary of the terms of the Acquisition

Under the terms of the Acquisition, which is subject to the Conditions and other terms set out in Part Three of this document:

Scheme Shareholders will be entitled to receive 105 pence in cash for each Logica Share

The Acquisition price represents a premium of approximately:

- 59.8 per cent. to the Closing Price of 65.70 pence per Logica Share on 30 May 2012 (being the last Dealing Day prior to the Announcement);
- 49.6 per cent. to the average Closing Price of approximately 70.20 pence per Logica Share for the one month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement); and
- 32.8 per cent. to the average Closing Price of approximately 79.05 pence per Logica Share for the six month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement).

The Acquisition values the entire issued and to be issued ordinary share capital of Logica at approximately £1.7 billion (C\$2.8 billion) on the basis of a fully diluted share capital of 1,648 million Logica Shares (net of option proceeds) (assuming that all rights in respect of in-the-money options under the Logica Share Schemes are exercised on the basis explained in this document).

The Acquisition implies an enterprise value multiple of approximately 6.6 times Logica's EBITDA for the 12 months ended 31 December 2011.

The Acquisition is being implemented by way of a Court-sanctioned scheme of arrangement of Logica under Part 26 of the 2006 Act and will involve a reduction of capital under Part 17 of the 2006 Act. The purpose of the Scheme is to enable CGI Europe to acquire the whole of the issued and to be issued ordinary share capital of Logica. The Scheme (and the Capital Reduction) require the approval of Logica Shareholders and the Court.

The Acquisition is conditional upon, among other things, certain regulatory approvals and the sanction of the Scheme by the Court. CGI Europe and Logica have agreed the process around obtaining such regulatory approvals. Your attention is drawn to Part Three of this document. In order to become effective the Scheme must, among other things, be approved by a majority in number of the Scheme Shareholders present and voting in person or by proxy at the Court Meeting representing not less than 75 per cent. in value of the Scheme Shares voted by the Scheme Shareholders present and voting in person or by proxy.

If the Scheme becomes effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting and/or the General Meeting. Further details of the Scheme are set out in Part Four of this document.

3. Background to and reasons for the Logica Directors' recommendation of the Acquisition

Over the past few years Logica has successfully integrated its European businesses into a single organisation with a clear brand and position in its main markets. Significant investments have been made in sales and marketing. It has established a strong presence in outsourcing which now represents 45 per cent. of the business. Over the five years to December 2012, Logica's cost initiatives are expected to deliver approximately £200 million per annum of savings in overhead and staff costs. Offshore employee numbers have more than doubled, improving Logica's cost competitiveness. The accelerated restructuring programme announced in December 2011 ensured that the cost base of the business was adjusted to reflect a worsening economic climate, while creating the room to invest in platform-based services and the systems and tools needed to continue to transform the business.

At the same time, industry dynamics have continued to develop. Competitive intensity has increased as the industry has globalised and scale has become an ever more important factor in cost competitiveness and service. Additionally, in Logica's main European markets there is considerable economic uncertainty, which affects confidence and demand from both public sector and private sector clients.

Following an approach by CGI, the two companies engaged in a period of discussion around the possibility of combining the businesses. The Logica Directors consider there to be a strong industrial logic for the proposed combination with CGI. It meets clients' requirements for a more comprehensive international presence and offers them the benefits of scale. Specifically, the combination with CGI will accelerate Logica's ability to support European clients wherever they operate in the world and ensure that its platforms can be sold to a wider global client base. The Logica Directors believe that being part of a larger and financially strong international group will accelerate the transformation of the business and will be beneficial for Logica's clients and people.

A combination with CGI will create one of the leading players worldwide with a differentiated services portfolio and strong market positions in North America and Europe. Both organisations have a focus on client intimacy and proximity enabling the delivery of high quality services both globally and locally, supported by approximately 72,000 IT professionals.

The terms of the Acquisition represent a substantial premium, in cash, equivalent to approximately:

- 59.8 per cent. to the Closing Price per Logica Share of 65.70 pence on 30 May 2012 (being the last Dealing Day prior to the date of the Announcement);
- 49.6 per cent. to the average Closing Price of approximately 70.20 pence per Logica Share for the one month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement); and
- 32.8 per cent. to the average Closing Price of approximately 79.05 pence per Logica Share for the six month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement).

The Logica Directors' unanimous recommendation that Logica Shareholders vote in favour of the Acquisition follows a thorough assessment of the terms of the Acquisition, including taking advice from the Logica Financial Advisers. In arriving at their decision to recommend the Acquisition, the Logica Directors

considered the standalone prospects of Logica. The Logica Directors have also taken into account the views of two of Logica's largest shareholders, Schroder and Artemis. The Logica Directors have committed to vote in favour of the Acquisition in respect of their entire beneficial holdings of Logica Shares.

4. Irrevocable undertakings

Irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and in favour of the General Meeting Resolution, have been received from the Logica Directors in respect of a total of 2,568,629 Logica Shares (representing approximately 0.16 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document).

Irrevocable undertakings have also been received from Schroder and Artemis, institutional shareholders of Logica, to vote in favour of the Scheme at the Court Meeting and the General Meeting Resolution, in respect of a total of 292,127,041 Logica Shares (representing approximately 18.00 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document).

In aggregate, therefore, CGI Europe has received irrevocable undertakings in respect of a total of 294,695,670 Logica Shares (representing approximately 18.15 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document).

Further details of the irrevocable undertakings are set out in Part Seven of this document.

5. Management, employees and locations

The Logica Directors welcome CGI's statements that the existing employment rights, including pension entitlements, of all Logica employees will be fully respected following completion of the Acquisition.

CGI has stated that it fully respects the different employee representation structures where applicable in the countries in which Logica operates, and recognises the constructive relationship that Logica has developed with employee representative groups across its business. CGI is committed to continuing to support this.

The Logica Directors note that following completion of the Acquisition, CGI has stated that it intends to carry out a detailed review in order to assess and identify integration benefit opportunities (subject to any applicable law and consultation processes) including the potential for the removal of duplication (including, where appropriate, certain employee roles), optimising fixed assets (e.g., real estate and telephony) and combining procurement. In addition, the review will seek to identify opportunities arising from expanded product and service offerings, team alignment and a combined customer base.

The Logica Directors also note that CGI intends to continue the restructuring programme, including associated headcount reductions, which Logica has previously announced, while recognising that the expanded client base brought to the Logica business by CGI may, following the review mentioned above, lead to deferral or reconfiguration of certain aspects of it and/or reconfiguration of CGI's own resources, subject to this being considered by CGI to be both appropriate and likely to lead to improved quality of client service and efficiencies.

Until the detailed review mentioned above is undertaken, CGI and, accordingly the Logica Directors, on the basis of the information provided to them cannot be certain what repercussions there will be on the employees of Logica, the locations of Logica's places of business and any redeployment of Logica's fixed assets. The Board of Logica recognises the limited geographic overlap of the two companies and is pleased that CGI fully appreciates the important role which has been played by the client facing workforce of Logica in delivering high standards of responsive service to Logica's clients and is fully focused on ensuring that these standards continue to be met.

The chairman and the non-executive directors of Logica intend to resign as Logica Directors on the completion of the Acquisition.

Further details of CGI's intentions for the management, employees and locations of Logica are set out in paragraph 5 of Part Two of this document.

6. The Logica Directors and the effect of the Scheme on their interests

The Logica Directors and details of their interests in the ordinary share capital of Logica are set out in paragraph 5.2 of Part Seven of this document. Particulars of the Logica Directors' letters of appointment and

service agreements (including their salaries and fees) are set out in paragraph 9 of Part Seven of this document. Particulars of the treatment of Andrew Green and Himanshu Raja, in relation to the Logica Share Schemes, are set out in paragraph 9 of Part Two of this document.

Each of the Logica Directors has irrevocably undertaken to vote in favour of the Acquisition in respect of the Logica Shares in which they are each interested (representing approximately 0.16 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document).

Save as referred to in this paragraph 6 of this Part One and in paragraphs 6 and 9 of Part Two of this document, the effect of the Scheme on the interests of the Logica Directors does not differ from its effect on the like interests of any other Logica Shareholder.

7. Logica Share Schemes

Further details of the arrangements proposed to be implemented in relation to the Logica Share Schemes in connection with the Acquisition, together with certain other matters relating to management incentivisation, are set out in paragraph 9 of Part Two of this document.

8. Taxation

Your attention is drawn to Part Six of this document, which contains a summary of limited aspects of the United Kingdom, United States and Netherlands tax treatment of the Acquisition. That summary relates only to the position of certain categories of Logica Shareholders (as explained further in Part Six of this document), does not constitute tax advice and does not purport to be a complete analysis of all potential United Kingdom, United States and Netherlands tax consequences of the Acquisition.

Logica Shareholders who are in any doubt about their taxation position, or who are subject to taxation in a jurisdiction outside the United Kingdom, United States or the Netherlands, are strongly advised to contact an appropriate independent professional financial adviser immediately.

9. Overseas Shareholders

Persons resident in, or citizens of, jurisdictions outside the United Kingdom should refer to paragraph 21 of Part Two of this document.

10. Shareholder Meetings and action to be taken

The Scheme and the Acquisition are subject to the fulfilment or (where capable of waiver) the waiver of the Conditions set out in Part Three to this document. In order for the Scheme to become effective, (i) a special resolution (requiring at least 75 per cent. of votes cast) implementing the Scheme must be passed by Logica Shareholders at the General Meeting and (ii) the Scheme must also be approved by a majority in number of those Scheme Shareholders present and voting either in person or by proxy, at the Court Meeting, representing 75 per cent. or more in value of the Scheme Shares held by the Scheme Shareholders present and voting in person or by proxy.

The Scheme and the Capital Reduction are also subject to the approval of the Court at the Scheme Court Hearing and the Reduction Court Hearing. The Scheme Court Hearing and the Reduction Court Hearing will not be held until all Conditions are fulfilled or (where capable of waiver) waived. If the Scheme becomes effective it will be binding on all Scheme Shareholders, irrespective of whether or not they voted in favour of the Scheme.

You will find enclosed with this document:

- a BLUE Form of Proxy for use in respect of the Court Meeting; and
- a WHITE Form of Proxy for use in respect of the General Meeting.

Whether or not you intend to attend the Shareholder Meetings, you are requested to complete and sign the enclosed Forms of Proxy and return them in accordance with the instructions printed on them. Completed Forms of Proxy should be returned to Capita Registrars, by hand (during normal business hours) or by using the business reply-paid envelope, by post to Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, BR3 4TU so as to be received no later than 10:00 a.m. on 14 July 2012 in relation to the Court Meeting and no later than 10:15 a.m. on 14 July 2012 in relation to the General Meeting (or, in the case of any adjournment of either meeting, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

Alternatively, proxies can be submitted electronically at www.logica-shares.com by selecting the “Proxy Voting” link. If you have not previously registered for electronic communications, you will first be asked to register as a new user, for which you will require your investor code (which can be found on either the Proxy Forms, your share certificate or tax vouchers), family name and post code (if you are resident in the United Kingdom). Once registered, you will have the opportunity to appoint a proxy on-line. For an electronic proxy to be valid, your appointment must be received by the Registrar no later than 48 hours before the time and date set for the relevant meeting.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. You are therefore strongly urged to sign and return your Forms of Proxy.

Your attention is drawn to the sections of this document entitled “Important notice about voting on the Acquisition” on page 6 and “Action to be taken” commencing on page 8.

11. Further information

You should ensure that you read the remainder of this document, including the Explanatory Statement contained in Part Two of this document. Please note that the information contained in the Explanatory Statement is in summary form only and reading the Explanatory Statement is not a substitute for reading the remainder of this document.

12. Recommendation

The Logica Directors, who have been so advised by Rothschild, Bank of America Merrill Lynch and Deutsche Bank, as the independent financial advisers for the purposes of Rule 3 of the Code, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Logica Directors, Rothschild, Bank of America Merrill Lynch and Deutsche Bank have each taken into account the commercial assessments of the Logica Directors.

Accordingly, the Logica Directors unanimously recommend Logica Shareholders to vote in favour of the Scheme at the Court Meeting and the General Meeting Resolution, as each Logica Director has irrevocably undertaken to do in respect of his/her own beneficial holdings of Logica Shares.

Yours faithfully,

David Tyler
Non-Executive Chairman

PART TWO

EXPLANATORY STATEMENT

(in compliance with Section 897 of the 2006 Act)



N.M. Rothschild & Sons Limited
New Court
St Swithin's Lane
London EC4N 8AL

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ

Deutsche Bank AG, London
Branch
1 Great Winchester Street
London EC2N 2DB

21 June 2012

To Logica Shareholders and, for information only, participants in the Logica Share Schemes

Dear Shareholder,

RECOMMENDED CASH ACQUISITION OF LOGICA PLC BY CGI GROUP HOLDINGS EUROPE LIMITED

1. Introduction

On 31 May 2012, the Board of Logica and the Board of CGI announced that they had reached agreement on the terms of the recommended cash acquisition by CGI Europe of the entire issued and to be issued ordinary share capital of Logica. It is intended that the Acquisition be implemented by means of a scheme of arrangement under Part 26 of the 2006 Act.

2. Summary of the terms of the Acquisition

Under the terms of the Acquisition, which is subject to the Conditions and other terms set out in Part Three of this document

Scheme Shareholders will be entitled to receive: 105 pence in cash for each Logica Share.

The Acquisition price represents a premium of approximately:

- 59.8 per cent. to the Closing Price of 65.70 pence per Logica Share on 30 May 2012 (being the last Dealing Day prior to the Announcement);
- 49.6 per cent. to the average Closing Price of approximately 70.20 pence per Logica Share for the one month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement); and
- 32.8 per cent. to the average Closing Price of approximately 79.05 pence per Logica Share for the six month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement).

The Acquisition values the entire issued and to be issued ordinary share capital of Logica at approximately £1.7 billion (C\$2.8 billion) on the basis of a fully diluted share capital of 1,648 million Logica Shares (net of option proceeds) (assuming that all rights in respect of in-the-money options under the Logica Share Schemes are exercised on the basis explained in this document).

The Acquisition implies an enterprise value multiple of approximately 6.6 times Logica's EBITDA for the 12 months ended 31 December 2011.

The Acquisition will be funded through a combination of the proceeds from the issuance of Subscription Receipts exchangeable for class A subordinate voting shares of CGI carrying one vote per share ("Class A Shares") to CDP and debt funding as further described in paragraph 8 of this Part Two and in paragraph 10.2 of Part Seven of this document. Goldman Sachs, financial adviser to CGI and CGI Europe, is satisfied that sufficient cash resources are available to CGI Europe to enable it to satisfy in full the consideration payable to Logica Shareholders in connection with the Acquisition.

The Acquisition is being implemented by way of a Court-sanctioned scheme of arrangement of Logica under Part 26 of the 2006 Act and will involve a reduction of capital under Part 17 of the 2006 Act. The purpose of the Scheme is to enable CGI Europe to acquire the whole of the issued and to be issued ordinary share capital of Logica. The Scheme (and the Capital Reduction) require the approval of Logica Shareholders and the Court.

CGI Europe reserves the right to elect, with the prior written consent of the Panel, to implement the Acquisition by way of a Takeover Offer. In the event that the Acquisition is to be implemented by way of a Takeover Offer, the Logica Shares will be acquired pursuant to the Takeover Offer fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto. Any New Logica Shares issued to CGI Europe pursuant to the Scheme will be issued on the same basis.

3. Background to and reasons for the Acquisition

CGI strongly believes that the Acquisition represents an attractive opportunity to expand its global footprint and strengthen its capabilities across the five key attributes of a global leader in IT and business process services:

- *People and culture*: an exceptional and talented team driven towards the common goal of client success and, as owners, benefit from a performance-based culture;
- *Client proximity with blended global delivery*: enhanced intimacy and service delivery bringing the best capabilities and its solutions to clients anywhere in the world, all the time;
- *End-to-end capabilities*: enhanced global offering with expanded platforms and the ability to cover the entire customer IT services supply chain;
- *Operational excellence*: proven methodologies and frameworks to ensure on-time, on-budget project delivery; and
- *Mission critical intellectual property*: expanded portfolio creates opportunities for profitable revenue growth, improved quality mix and over time, increased margins.

As a European business and technology service company Logica has unique strengths in its understanding of the European IT services market, its expertise across industry verticals and its intimate knowledge of its clients' businesses that enable Logica to create value for clients.

The proposed combination of CGI and Logica would create a leading player in the IT services sector worldwide with a meaningful presence in the Americas, Europe and Asia. Additionally, the combined resources of the two companies would provide an ideal platform to serve clients locally and globally, to win larger scale outsourcing opportunities, and to offer the combined client base a diverse portfolio of services and IP-led solutions, both in North America and Europe.

The combined business is expected to deliver integration benefits totalling £125 million (C\$200 million) by the end of the third financial year following completion. These benefits are expected to be realised at a one-off cost of £165 million (C\$265 million) over three years. Including the impact of the expected financial benefits, the Acquisition is expected to be immediately and significantly accretive in the range of 25 per cent. to 30 per cent. to CGI's adjusted earnings per share excluding integration and acquisition related costs. The accretion rate is expected to accelerate throughout the three year integration period following completion of the Acquisition. In addition, it is anticipated that further revenue opportunities will be available to the combined business through the enhanced offering of both geographic and product services to clients of both CGI and Logica.

4. Background to and reasons for the recommendation

Over the past few years Logica has successfully integrated its European businesses into a single organisation with a clear brand and position in its main markets. Significant investments have been made in sales and marketing. It has established a strong presence in outsourcing, which now represents 45 per cent. of the business. Over the five years to December 2012, Logica's cost initiatives are expected to deliver approximately £200 million per annum of savings in overhead and staff costs. Offshore employee numbers have more than doubled, improving Logica's cost competitiveness. The accelerated restructuring programme announced in December 2011 ensured that the cost base of the business was adjusted to reflect a worsening economic climate, while creating the room to invest in platform-based services and the systems and tools needed to continue to transform the business.

At the same time, industry dynamics have continued to develop. Competitive intensity has increased as the industry has globalised and scale has become an ever more important factor in cost competitiveness and service. Additionally, in Logica's main European markets there is considerable economic uncertainty, which affects confidence and demand from both public sector and private sector clients.

Following an approach by CGI, the two companies engaged in a period of discussion around the possibility of combining the businesses. The Logica Directors consider there to be a strong industrial logic for the proposed combination with CGI. It meets clients' requirements for a more comprehensive international presence and offers them the benefits of scale. Specifically, the combination with CGI will accelerate Logica's ability to support European clients wherever they operate in the world and ensure that its platforms can be sold to a wider global client base. The Logica Directors believe that being part of a larger and financially strong international group will accelerate the transformation of the business and will be beneficial for Logica's clients and people.

A combination with CGI will create one of the leading players worldwide with a differentiated services portfolio and strong market positions in North America and Europe. Both organisations have a focus on client intimacy and proximity enabling the delivery of high quality services both globally and locally, supported by approximately 72,000 IT professionals.

The terms of the Acquisition represent a substantial premium, in cash, equivalent to approximately:

- 59.8 per cent. to the Closing Price per Logica Share of 65.70 pence on 30 May 2012 (being the last Dealing Day prior to the Announcement);
- 49.6 per cent. to the average Closing Price of approximately 70.20 pence per Logica Share for the one month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement); and
- 32.8 per cent. to the average Closing Price of approximately 79.05 pence per Logica Share for the six month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement).

The Logica Directors' unanimous recommendation that Logica Shareholders vote in favour of the Acquisition follows a thorough assessment of the terms of the Acquisition, including taking advice from the Logica Financial Advisers. In arriving at their decision to recommend the Acquisition, the Logica Directors considered the standalone prospects of Logica. The Logica Directors have also taken into account the views of two of Logica's largest shareholders, Schroder and Artemis.

5. Strategic plans, management, employees and locations

For more than 36 years, CGI has had a dream upon which the company has been built: *"To create an environment in which we enjoy working together and, as owners, building a company we can be proud of."* This approach has been an important factor in creating a growing and financially stable company with a track record of consistent financial performance and a strategy to continue acting as a global consolidator in the IT services market.

In line with this approach, CGI has a long-standing policy of recognising that people are one of its most important assets, which is strongly aligned with Logica's philosophy regarding clients and people. With more than 85 per cent. of employees also being shareholders, CGI consistently demonstrates one of the lowest attrition rates in the IT services industry. Consequently, CGI attaches great importance to the skills and experience of Logica's management team and employees.

Following completion of the Acquisition, CGI intends to combine its operations with Logica's over a three year integration period under CGI's brand. The combination is expected to deliver integration benefits which, once realised, should enable the combined entity to be more competitive in the IT services market through a combination of expanded breadth of product and service offerings, combined talent and extended market coverage. Realisation of the integration benefits is subject to a detailed review of the operations to assess and identify integration benefit opportunities (subject to any applicable law and consultation processes) including the potential for the removal of duplication (including, where appropriate, certain employee roles), optimising fixed assets (e.g., real estate and telephony) and combining procurement. In addition, the review will seek to identify opportunities arising from expanded product and service offerings, team alignment and a combined customer base.

CGI has not yet implemented the review referred to above and, except as described in this document, has not reached any conclusions as to its likely outcome. As with all previous CGI integration planning exercises, the review will be carried out with clients and taking into account the views of colleagues at both CGI and Logica and will be focussed on finding ways to (i) extend the services offered by existing employees of both Logica and CGI to each other's clients whom they have not previously served and

(ii) identifying areas where, in doing this, cost or productivity efficiencies can be achieved. CGI expects to allow Logica to continue the restructuring programme, including associated headcount reductions, it has previously announced, while recognising that the expanded client base brought to the Logica business by CGI may, following the review mentioned above, lead to deferral or reconfiguration of certain aspects of it and/or reconfiguration of CGI's own resources, subject to this being considered by CGI to be both appropriate and likely to lead to improved quality of client service and efficiencies. Maintaining the quality of service to clients of both Logica and CGI is, and will remain at all times, a key priority of CGI. CGI fully appreciates the important role which has been played by the client facing workforce of Logica in delivering high standards of responsive service to Logica's clients and is fully focused on ensuring that these standards continue to be met.

CGI has the objective of achieving the integration benefits referred to in this paragraph and paragraph 3 of this Part Two and the CGI Directors believe that, in aggregate, they should be capable of achievement having regard to, among other matters, a comparison of the current levels of a number of operating metrics (e.g., employee utilisation rates) in Logica and CGI, CGI's belief that it will be able to improve the level of these operating metrics within the Logica business following its integration into CGI, and CGI's track record of delivering improvements in such operating metrics following the integration of companies previously acquired by CGI. However, to date, except as described in this document, CGI has not been in a position to determine the geographical and other components of these integration benefits or to formulate intentions with regard to identified parts of Logica's workforce, fixed assets or places of business.

CGI has assured the Logica Directors that existing employment rights, including pension entitlements, of all Logica employees will be fully respected following completion of the Acquisition.

CGI fully respects the different employee representation structures where applicable in the countries in which Logica operates, and recognises the constructive relationship that Logica has developed with employee representative groups across its business. CGI is committed to continuing to support this.

The chairman and the non-executive directors of Logica intend to resign as Logica Directors on the completion of the Acquisition.

6. The Logica Directors and the effect of the Scheme on their interests

The Logica Directors and details of their interests in the ordinary share capital of Logica are set out in paragraph 5.2 of Part Seven of this document. Particulars of the Logica Directors' letters of appointment and service agreements (including their salaries and fees) are set out in paragraph 9 of Part Seven of this document. Particulars of the treatment of Andrew Green and Himanshu Raja, in relation to the Logica Share Schemes, are set out in paragraph 9 of this Part Two.

Each of the Logica Directors has irrevocably undertaken to vote in favour of the Acquisition in respect of the Logica Shares in which they are each interested (representing approximately 0.16 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document).

Save as referred to in paragraph 6 of Part One of this document and in this paragraph 6 and paragraph 9 of this Part Two, the effect of the Scheme on the interests of the Logica Directors does not differ from its effect on the like interests of any other Logica Shareholder.

7. Irrevocable undertakings

CGI Europe has received irrevocable undertakings from each of the Logica Directors to vote in favour of the Scheme at the Court Meeting and in favour of the General Meeting Resolution, in respect of a total of 2,568,629 Logica Shares (representing approximately 0.16 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document). The irrevocable undertakings given by the Logica Directors will remain in full force and effect if the Acquisition is effected by way of a Takeover Offer and will cease to be binding only if the Scheme and, if applicable, any Takeover Offer lapses or is withdrawn and no new, revised or replacement scheme of arrangement or takeover offer is or has been announced by CGI Europe in accordance with Rule 2.7 of the Code.

CGI Europe has also received irrevocable undertakings from Schroder and Artemis, institutional shareholders of Logica, to vote in favour of the Scheme at the Court Meeting and the General Meeting Resolution, in respect of a total of 292,127,041 Logica Shares (representing approximately 18.00 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document).

The irrevocable undertakings received from Schroder and Artemis will cease to be binding if a competing offer is announced under Rule 2.7 of the Code which has a value of 10 per cent. or more above 105 pence per Logica Share (in the case of Artemis only, where such competing offer is all in cash), unless CGI Europe has announced an improvement to the terms of the Acquisition within seven days of the competing offer being announced (in the case of Schroder) or made (in the case of Artemis), on terms at least as favourable as under the competing offer (in the case of Schroder only, in the reasonable opinion of Schroder).

In aggregate, therefore, CGI Europe has received irrevocable undertakings in respect of a total of 294,695,670 Logica Shares (representing approximately 18.15 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document).

Further details of the irrevocable undertakings are set out in Part Seven of this document.

8. Financing of the Acquisition

The Consideration is being financed by a combination of:

- cash proceeds from the issuance of C\$999,999,995.86 of subscription receipts of CGI (the “**Subscription Receipts**”) to CDP pursuant to a subscription agreement dated 31 May 2012 (the “**Subscription Agreement**”) entered into by CDP and CGI, a subscription receipt agreement dated 31 May 2012 (the “**Subscription Receipt Agreement**”) entered into by CDP, CGI and Computershare Trust Company of Canada, as subscription receipt agent (the “**Subscription Receipt Agent**”) and a registration rights agreement (the “**Registration Rights Agreement**”) which CGI and CDP have agreed to enter into prior to or at completion of the Acquisition; and
- debt comprising: (i) £1.245 billion senior unsecured term loan credit facilities provided by CIBC, NBC and TD under a credit agreement dated as of 31 May 2012 (the “**New Credit Agreement**”); and (ii) a C\$1.5 billion revolving credit facility provided by NBC, Caisse centrale Desjardins, CIBC, Citibank, N.A., Canadian Branch, TD and the other financial institutions named therein as lenders under a credit agreement dated as of 2 December 2011, as amended with effect from 8 June 2012 (the “**Existing Credit Agreement**”), which revolving credit facility replaces a C\$1.5 billion senior unsecured backstop revolving credit facility provided under the New Credit Agreement (the “**Backstop Facility**”).

Further details of the financing of the Acquisition are set out in paragraph 10.2 of Part Seven of this document.

Goldman Sachs, financial adviser to CGI and CGI Europe, is satisfied that sufficient cash resources are available to CGI Europe to enable it to satisfy in full the consideration payable to Logica Shareholders in connection with the Acquisition.

9. Logica Share Schemes and other incentive matters

Options and awards granted under the Logica Share Schemes which are not already exercisable or vested will become exercisable or will vest as a result of the Acquisition. Letters will be sent to the participants in the Logica Share Schemes explaining the effect of the Scheme on their share options and awards.

All Logica Shares issued or transferred in connection with or in anticipation of the exercise of options or vesting of awards under the Logica Share Schemes before the Reduction Record Time will be subject to the terms of the Scheme. The Scheme will not extend to Logica Shares issued after the Reduction Record Time. However, it is proposed to amend the articles of association of Logica at the General Meeting to provide that, if the Scheme becomes effective, any Logica Shares issued or transferred after the Reduction Record Time will be automatically transferred to CGI Europe in consideration for the payment by CGI of 105 pence in cash for each Logica Share so transferred.

The Logica 2005 Sharesave Scheme and Logica 2005 International Sharesave Scheme (together the “Logica Sharesave Schemes”)

Options granted under the Logica Sharesave Schemes will be exercisable for a period of six months following the Effective Date (as the Board of Logica has exercised its power to extend the exercise period beyond the basic one month specified in the plan 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.

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 gain (that is 105 pence per Logica Share minus the relevant exercise price) for each additional Logica Share the participant would have received had he/she continued saving for an additional period of 12 months from the Effective Date or, if shorter, until the maturity of his/her savings contract. 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.

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 on the maturity of the related savings contract. Participants who choose to do this will not be entitled to the compensation payment described above.

Logica Employee Share Matching Plan

Under this all-employee plan, participants' rights to free matching shares will be exercisable over the full number of Logica Shares under the award at the time of the Acquisition. Participants would continue to have a right to exercise at a later date, but as they would have disposed of the underlying invested shares, the number of matching free shares would be reduced on a pro-rata basis.

Logica Executive Share Plans

The Logica Executive Share Plans comprise the Restricted Share Plan (the "**RSP**"), the Partners' Incentive Plan (the "**PIP**"), the Partners' Performance Multiplier Plan (the "**PPMP**"), the Deferred Investment Share Plan (the "**DISP**") and the Long Term Incentive Plan (the "**LTIP**"). Outstanding awards under the Logica Executive Share Plans would normally vest at various dates up to mid-2015. The number of Logica Shares which may be released to participants on vesting of the awards is, under certain plans, determined by the extent to which applicable performance conditions are satisfied. These awards will vest immediately on completion of the Acquisition to the extent that the Logica Remuneration Committee (the "**Committee**") determines, subject to the rules of each of the plans.

In the case of the RSP, PIP and PPMP, the Committee has broad discretion to determine vesting levels, having regard to factors including any performance conditions and time elapsed. To encourage the retention of senior executives and management of Logica (including the Logica Executive Directors), and with the agreement of CGI Europe, the Committee will exercise its discretions under these plans so that:

- (i) 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 will be acquired by participants at that time and subsequently will be acquired by CGI Europe under the Scheme and the relevant cash proceeds paid to participants, subject to the participant's right to elect to receive the cash proceeds on 30 April 2013 instead; and
- (ii) 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, respectively. Vesting of each tranche of shares would be dependent on the participant remaining in service until the stated date, or if he/she 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.

In the case of the DISP and LTIP, the Committee is unlikely to be able to determine that any material number of Logica Shares will vest on the Acquisition. In relation to these plans, 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 will be made in three instalments on the same basis as payment under the other Logica Executive Share Plans as set out in (i) and (ii) above. Likewise, entitlement to the May 2013 and January 2014 instalments would be subject to the same employment-related conditions as set out in (ii) above. The LTIP and DISP arrangements relate to an aggregate of 3,282,600 Logica Shares (having a value of £3.45 million at the Acquisition price), of which 569,539 (£598,015) relate to Andrew Green and 374,522 (£393,248) relate to Himanshu Raja. Rothschild, Bank of America Merrill Lynch and Deutsche Bank each consider these proposals to be fair and reasonable.

Full details of options and awards granted to the Logica Directors under the Logica Share Schemes are set out in paragraph 5.2 of Part Seven of this document.

Logica 1996 Executive Share Option Scheme

Options granted under this share scheme are already exercisable and will remain exercisable, subject to the rules of the scheme, until the 10th anniversary of the relevant option grant date.

Other incentive matters

In relation to the service contracts of the Logica Executive Directors and the seven other persons comprising the Logica Executive Committee, CGI Europe has agreed that if any of those individuals is dismissed (or constructively dismissed) before 31 January 2014 his/her service contract will be honoured without mitigation and with contractual payments in lieu of notice being made at the time of their cessation of employment.

In relation to bonuses for the 2012 financial year, Logica and CGI Europe have agreed that the Logica Executive Directors and Logica Executive Committee members will, at the time of completion of the Acquisition, be paid “at target” bonuses pro-rated to reflect the duration of the 2012 financial year up to closing.

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 focussed on ensuring stability in the business at a potentially unsettling time for clients, employees and other stakeholders.

Rothschild, Bank of America Merrill Lynch and Deutsche Bank each consider these proposals to be fair and reasonable.

10. Information on Logica

Logica is a business and technology services company, employing 41,000 people. It provides business consulting, systems integration and outsourcing to clients around the world, including many European public sector agencies and businesses. Logica’s clients include leading European oil and gas companies, leading European utilities and leading European telecoms companies. Logica’s strengths relate to its understanding of the European IT services market and its deep domain knowledge across multiple industry verticals, including transport, trade and industrial, public sector, energy and utilities, financial services and telecoms and media. Logica Shares are listed on the London Stock Exchange and Euronext Amsterdam.

Logica offers the following services to its clients:

Outsourcing

Logica combines onsite, onshore, nearshore and offshore resources to create a blended delivery model to enable clients to outsource the management of applications, infrastructure and business processes. For the year ended 31 December 2011, outsourcing represented 45 per cent. of Logica’s revenue.

Systems integration

Logica’s vendor-independent approach and strong sector and technology knowledge helps clients adapt packaged systems, modify existing systems and design new systems in order to integrate business practices and technology. For the year ended 31 December 2011, systems integration represented 43 per cent. of Logica’s revenue.

Business consulting

Logica provides consulting advice to help its clients transform operations, shape and implement change and evolve IT systems and services to meet business demands. For the year ended 31 December 2011, business consulting represented 12 per cent. of Logica’s revenue.

For the twelve months ending 31 December 2011, Logica reported revenue of £3.9 billion and adjusted operating profit of £114 million.

11. Logica current trading and Logica Profit Forecast

Logica issued its Interim Management Statement, based on unaudited results for the three months ended 31 March 2012, on 11 May 2012. For reference purposes only, the Interim Management Statement is attached as Appendix I to this document. Within the Interim Management Statement published by Logica on 11 May 2012, Logica provided earnings guidance to the market for the full year 2012. In the Announcement, the Logica Directors clarified this guidance by making the following statement for the full year ending 31 December 2012: *“the expectation of full year operating profit, before exceptional items, would be higher than £242 million.”* The Panel considered this statement a profit forecast pursuant to Rule 28.6 of the Code. The Logica Profit Forecast and reports on such a profit forecast pursuant to Rule 28.3 of the Code were prepared and published in the Announcement. For reference purposes only, the Logica Profit Forecast and the reports are attached as Appendix II to this document.

The Logica Directors confirm that the Logica Profit Forecast remains valid and each of PricewaterhouseCoopers, Rothschild, Bank of America Merrill Lynch and Deutsche Bank have indicated that they have no objection to their reports dated 31 May 2012 related to the Logica Profit Forecast continuing to apply.

12. Information on CGI and CGI Europe

CGI

CGI is a public company incorporated under the laws of the Province of Québec, Canada. Founded in 1976 and headquartered in Montréal, CGI is one of the largest independent providers of information technology and business process services to clients worldwide. CGI provides end-to-end services with approximately 31,000 professionals located in offices and centres of excellence in Canada, the United States, Europe and Asia Pacific. As at 31 March 2012, CGI’s annualised revenue was approximately C\$4.3 billion and its order backlog was approximately C\$13.1 billion. CGI shares are listed on the TSX (GIB.A) and the NYSE (GIB) and are included in both the Dow Jones Sustainability Index and the FTSE4Good Index. As at 18 June 2012 (being the last practicable date prior to the posting of this document) CGI had a market capitalisation of C\$6.0 billion (£3.7 billion).

CGI Europe

CGI Europe is an indirect wholly-owned subsidiary of CGI and acts as a holding company for certain of CGI’s existing European subsidiaries. CGI Europe has not traded.

13. Scheme of arrangement

It is intended that the Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement between Logica and Scheme Shareholders under Part 26 of the 2006 Act and involving a reduction of capital under Part 17 of the 2006 Act. The terms of the Scheme are set out in full in Part Four of this document. The procedure involves an application by Logica to the Court to sanction the Scheme and to confirm the associated Capital Reduction. As consideration under the Scheme, Scheme Shareholders will receive cash.

The purpose of the Scheme is to enable CGI Europe to become the owner of the whole of the issued ordinary share capital of Logica.

(a) The Scheme

The Scheme involves the cancellation of the Scheme Shares and the application of the reserve arising from such cancellation in paying up in full a number of New Logica Shares which is equal to the number of Scheme Shares cancelled and issuing the same, credited as fully paid, to CGI Europe and/or its nominee(s) in consideration for which Scheme Shareholders will receive 105 pence in cash for each Scheme Share held at the Reduction Record Time.

(b) Approval of the Scheme

In order for the Scheme to become effective, (i) the Scheme must be approved by a majority in number of the Scheme Shareholders present and voting either in person or by proxy, at the Court Meeting representing not less than 75 per cent. in value of the Scheme Shares voted by the Scheme Shareholders present and voting in person or by proxy, and (ii) the Capital Reduction must be approved by a special resolution (requiring at least 75 per cent. of votes cast) passed by Logica Shareholders at the General Meeting.

The Scheme requires the sanction of the Court and the Capital Reduction requires the confirmation of the Court, as well as the fulfilment or (where capable of waiver) the waiver of the other Conditions set out in Part Three of this document. Upon the Scheme becoming effective, it will be binding on all Scheme Shareholders, irrespective of whether or not, being entitled to do so, they attended or voted at the Court Meeting or the General Meeting.

The last day of dealings in, and for registration of transfers of, Logica Shares will be two Business Days prior to the Reduction Court Hearing, following which Logica Shares will be suspended from trading both on the London Stock Exchange and Euronext Amsterdam.

14. The Shareholder Meetings

Before the Court can sanction the Scheme, the Scheme will require approval by Scheme Shareholders at the Court Meeting (being the approval of a majority in number of Scheme Shareholders present and voting in person or by proxy at the Court Meeting representing not less than 75 per cent. in value of the Scheme Shares voted by the Scheme Shareholders present and voting) and the passing of the General Meeting Resolution by Logica Shareholders at the General Meeting (to approve, among other things, the Capital Reduction).

Notices of the Court Meeting and the General Meeting are set out in Parts Ten and Eleven of this document respectively. All holders of Scheme Shares whose names appear on the register of members at the Scheme Voting Record Time shall be entitled to attend and vote at the relevant meeting in respect of the number of Scheme Shares registered in their name at the relevant time.

The Court Meeting and the General Meeting will be held at Kings Place, 90 York Way, London N1 9AG.

The Court Meeting

The Court Meeting, which has been convened for 10:00 a.m. on 16 July 2012, is being held at the direction of the Court to seek the approval of Scheme Shareholders for the Scheme. Scheme Shareholders have the right to raise any objections that they may have to the Scheme at the Court Meeting. At the Court Meeting, voting will be by way of poll and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held. In order for the resolution to be passed, it must be approved by a majority in number of those Scheme Shareholders, present and voting, either in person or by proxy, representing 75 per cent. or more of the voting rights of all Scheme Shares held by such Scheme Shareholders.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholder opinion.

The General Meeting

The General Meeting has been convened for 10:15 a.m. on 16 July 2012, or as soon thereafter as the Court Meeting has concluded or been adjourned, to consider and, if thought fit, pass the General Meeting Resolution (which requires votes in favour representing at least 75 per cent. of the votes cast) to approve:

- (i) the authorisation of the Logica Directors to take all actions they may consider necessary or appropriate to give effect to the Scheme;
- (ii) the cancellation of the Scheme Shares in accordance with the Scheme, representing a reduction of Logica's share capital equal to the aggregate nominal value of such Scheme Shares;
- (iii) the issue of New Logica Shares to CGI Europe in accordance with the Scheme;
- (iv) the giving of authority to the Logica Directors pursuant to the Logica Articles to allot securities in Logica; and
- (v) certain amendments to the Logica Articles (including as described below).

Amendments to Logica Articles to allow compulsory acquisition

It is proposed, as part of the General Meeting Resolution, to amend the Logica Articles at the General Meeting to ensure that any Logica Shares issued (for example as a result of the exercise of options or vesting of awards granted under the Logica Share Schemes) after the Reduction Record Time will be automatically exchanged for the Consideration on the same basis as under the Scheme. This will avoid any person (other than CGI Europe or its nominee(s)) being left with Logica Shares after the Scheme becomes effective.

The proposed amendments to the Logica Articles referred to above are set out in the Notice of General Meeting in Part Eleven of this document.

Entitlement to vote at the Shareholder Meetings

Each holder of Logica Shares who is entered in Logica's register of members at the Scheme Voting Record Time will be entitled to attend and vote at the Court Meeting and the General Meeting. CGI Europe (and any other member of the CGI Group holding Logica Shares) will not be entitled to vote any Logica Shares it may hold at the Court Meeting. If either Shareholder Meeting is adjourned, only those Shareholders on the register of members not later than 48 hours before the time fixed for the holding of the adjourned Shareholder Meeting will be entitled to attend and vote.

Each Shareholder is entitled to appoint a proxy or proxies to attend and to vote instead of him or her. Voting at the Court Meeting and General Meeting will be conducted by a poll. A proxy need not be a Logica Shareholder. A BLUE Form of Proxy for the Court Meeting and a WHITE Form of Proxy for the General Meeting are enclosed. To be valid those Forms of Proxy must be duly completed and signed and must be received by the Registrar at the following address: Capita Registrars, PXS, 34 Beckenham Road, Beckenham, BR3 4TU, by 10:00 a.m. (for the Court Meeting) and 10:15 a.m. (for the General Meeting), both times on 14 July 2012 (or in the case of any adjournment, not later than 48 hours before the time fixed for the holding of the adjourned Shareholder Meeting). However, in the case of the Court Meeting, the BLUE Form of Proxy can also be handed to representatives of the Registrar at the venue of the Court Meeting or the Chairman of the Court Meeting, before the start of the Court Meeting.

If you propose to attend the Shareholder Meetings, please detach and bring with you the attendance slip to assist with your admission.

Logica Shareholders who return completed Forms of Proxy may still attend the Shareholder Meetings instead of their proxies and vote in person if they wish.

Logica Shareholders are entitled to appoint a proxy in respect of some or all of their Logica Shares. Shareholders are also entitled to appoint more than one proxy. A space has been included in the Forms of Proxy to allow Logica Shareholders to specify the number of Logica Shares in respect of which that proxy is appointed. Logica Shareholders who return a Form of Proxy duly executed but leave this space blank will be deemed to have appointed a proxy in respect of all of their Logica Shares.

Logica Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact the Registrar for further Forms of Proxy or photocopy the Forms of Proxy as required.

If you hold your Logica Shares in uncertificated form (i.e., in CREST) you may vote using the CREST Proxy Voting Service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the Notice of General Meeting set out in Part Eleven of this document). Proxies submitted via CREST (under CREST participant ID RA10) must be received by the Registrar not later than 10:00 a.m. on 14 July 2012 in the case of the Court Meeting and by 10:15 a.m. on 14 July 2012 in the case of the General Meeting or, in the case of any adjournment, not later than 48 hours before the time fixed for the holding of the adjourned Shareholder Meeting.

Logica Shareholders may appoint a proxy electronically by logging on to the website www.logica-shares.com. You will need your investor code (which can be found on either of the Forms of Proxy, your share certificate or tax voucher), family name and post code (if you are resident in the United Kingdom). Full details of the procedure are given on the website. If you wish to appoint more than one proxy please photocopy the Form of Proxy or contact the Shareholder Helpline on 0871 664 0321 for further Forms of Proxy between 9:00 a.m. and 5:30 p.m., Monday to Friday. Calls to the 0871 664 0321 numbers cost 10 pence per minute from a BT landline other network costs may vary. Overseas callers should use +44 (0)20 8639 3399. The proxy appointment and instructions must be received by the Registrar by no later than 48 hours before the time appointed for holding the relevant Shareholder Meeting. Please note that any electronic communication that is found to contain a computer virus will not be accepted. The use of the internet service in connection with the Shareholder Meetings is governed by the Registrar's conditions of use set out on the website www.logica-shares.com, which may be read by logging on to that website or registering as a new user.

The completion and return of a Form of Proxy or the appointment of a proxy or proxies through CREST shall not prevent a Logica Shareholder from attending and voting in person at either Shareholder Meeting or any adjournment thereof, if a Shareholder so wishes and is so entitled.

In the event a Logica Shareholder votes in person, his/her proxy votes lodged with Logica will be excluded.

Further information on the action to be taken is set out on pages 8 to 10 of this document.

15. Sanction of the Scheme by the Court

Under the 2006 Act, the Scheme also requires the sanction of the Court and the Capital Reduction must be confirmed by the Court. The Scheme Court Hearing to sanction the Scheme is expected to be held on 16 August 2012. The Reduction Court Hearing to confirm the Capital Reduction is expected to be held on 20 August 2012. The dates for the Scheme Court Hearing and the Reduction Court Hearing are indicative only and will depend on, among other things, the date upon which the Conditions are fulfilled or (if capable of waiver) waived. If the expected date of the Scheme Court Hearing or the Reduction Court Hearing is changed, Logica will give notice of this change by issuing an announcement via a Regulatory Information Service. Logica Shareholders may, if they wish, attend the Scheme Court Hearing or the Reduction Court Hearing. CGI Europe has agreed to undertake to the Court to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to the Scheme. Following the Court Meeting and the General Meeting, the Scheme must be sanctioned and the Capital Reduction confirmed by the Court, and will only become effective on delivery to the Registrar of Companies of:

- the Sanction Court Order; and
- the Reduction Court Order and the approved Statement of Capital attached to it,

and if so ordered by the Court, the registration of the Reduction Court Order and the Statement of Capital by the Registrar of Companies.

If the Scheme becomes effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attend or vote in favour of the Scheme at the Court Meeting or in favour of the General Meeting Resolution at the General Meeting. If the Scheme is not implemented by the Long Stop Date, the Scheme will not be implemented and the Acquisition will not proceed.

16. Modifications to the Scheme

The Scheme contains a provision for Logica and CGI Europe jointly to consent on behalf of all persons concerned to any modification of, or addition to, the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve any modification of, or additions to, or impose a condition to the Scheme which might be material to the interests of Logica Shareholders unless Logica Shareholders were informed of such modification, addition or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further Shareholder Meeting should be held in these circumstances.

17. Offer-related arrangements

(a) Confidentiality Agreement

Logica and CGI entered into a confidentiality agreement on 27 April 2012 (the “**Confidentiality Agreement**”) pursuant to which, among other things, CGI has undertaken to, unless Logica gives its express consent in writing, (i) keep confidential certain non-public information relating to the Logica Group; (ii) use such information solely for the purpose of evaluating, negotiating, advising upon or implementing a potential transaction; and (iii) not to disclose such information to third parties (other than certain permitted disclosees) unless permitted by the terms of the Confidentiality Agreement.

CGI has further undertaken that it will not, and will procure that none of its group entities will, directly or indirectly, without Logica’s prior written consent:

- for a period of 12 months from the date of the Confidentiality Agreement, employ or offer to employ, or solicit for employment or endeavour to entice away, any individual who is at any time during that period: (i) an officer of, or an employee holding an executive or management position with, Logica or any of its group undertakings and with whom CGI and/or its group undertakings had direct contact in their consideration of a potential transaction with Logica; or (ii) a member of the Logica Executive Committee or specified senior executives, provided that the placing of an advertisement of a post available to members of the public generally and the employment of any persons pursuant to any such advertisement shall not be considered as a breach of the Confidentiality Agreement; and
- for a period of 24 months from the date of the Confidentiality Agreement, use in any way any Confidential Information (as defined in the Confidentiality Agreement) in order to deal with or seek to agree to deal with, or seek the custom of, any of Logica’s customers or customers of any of its group

undertakings which is or has been such a customer at any time in the 24 months from the date of the Confidentiality Agreement or the 12 months before the date of the Confidentiality Agreement, provided that CGI and its group undertakings shall not be prevented by this undertaking from dealing with any existing or prospective customers in the ordinary course of business, as long as CGI or they do not refer in any way to the proposed transaction or refer or use in any way Confidential Information.

The undertakings set out in the Confidentiality Agreement terminate 24 months after the date of the Confidentiality Agreement.

(b) Co-operation Agreement

Logica and CGI Europe entered into a co-operation agreement on 31 May 2012 in connection with the Acquisition (the “**Co-operation Agreement**”).

Pursuant to the Co-operation Agreement: (i) Logica and CGI Europe have each agreed to co-operate in relation to the obtaining of any and all consents, clearances, permissions and waivers as may be necessary, and the making of all filings as may be necessary, from or under the law, regulations or practices applied by any applicable regulatory authority in connection with the Acquisition; and (ii) Logica and CGI Europe have each agreed to work together to implement certain appropriate proposals set out in paragraph 6 of Part Two to this document in relation to the Logica Share Schemes and certain employment benefits.

Under the Co-operation Agreement and subject to the consent of the Panel, CGI Europe may substitute another member of the CGI Group for CGI Europe.

18. Conditions to the Acquisition

The Scheme is subject to the Conditions and further terms set out in Part Three to this document.

The Conditions provide that the Acquisition is conditional on:

- the approval of the Scheme by a majority in number of the Scheme Shareholders present and voting, representing not less than 75 per cent. in value of the Scheme Shares present and voting at the Court Meeting held no later than 20 August 2012 or such later date (if any) selected by Logica as CGI Europe may agree;
- the approval of the General Meeting Resolution by the Logica Shareholders by the requisite majorities at the General Meeting held no later than 20 August 2012 or such later date (if any) selected by Logica as CGI Europe may agree;
- the sanction of the Scheme by the Court (in either case, with or without modification but subject to any modification being on terms acceptable to Logica and CGI Europe), confirmation of the Capital Reduction and the registration of the Court Orders and the Statement of Capital with the Registrar of Companies by no later than the Longstop Date; and
- certain regulatory approvals described in Part Three of this document.

Any Logica Shares issued before the Reduction Record Time will be subject to the terms of the Scheme. The Amended Logica Articles will include provisions requiring any Logica Shares issued after the Reduction Record Time (other than to CGI Europe and/or its nominees) to be automatically transferred to CGI Europe on the same terms as the Acquisition (other than terms as to timings and formalities). The provisions of the Amended Logica Articles will avoid any person (other than CGI Europe and its nominee(s)), holding shares in the capital of Logica after the Effective Date.

19. Delisting of Logica Shares and re-registration of Logica

Prior to the Scheme becoming effective, a request will be made to each of the London Stock Exchange and Euronext Amsterdam to cancel trading in Logica Shares on its market for listed securities on the Effective Date and the United Kingdom Listing Authority will be requested to cancel the listing of the Logica Shares from the Official List shortly after the Effective Date.

Share certificates in respect of the Logica Shares will cease to be valid and should be destroyed following the Effective Date. In addition, entitlements held within the CREST system to the Logica Shares will be cancelled on the Effective Date.

As soon as reasonably practicable after the Effective Date, it is intended that Logica will be re-registered as a private limited company.

20. Taxation

Your attention is drawn to Part Six of this document, which contains a summary of limited aspects of the United Kingdom, United States and Netherlands tax treatment of the Acquisition. That summary relates only to the position of certain categories of Logica Shareholders (as explained further in Part Six of this document), does not constitute tax advice and does not purport to be a complete analysis of all potential United Kingdom, United States and Netherlands tax consequences of the Acquisition.

Logica Shareholders who are in any doubt about their taxation position, or who are subject to taxation in a jurisdiction outside the United Kingdom, United States or the Netherlands, are strongly advised to contact an appropriate professional independent financial adviser immediately.

21. Overseas Shareholders

The release, publication or distribution of this document in or into certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to other jurisdictions should inform themselves of, and observe, any applicable requirements.

The Acquisition relates to the shares of an English company and is proposed to be effected by means of a scheme of arrangement under the laws of England and Wales. Neither the proxy solicitation rules nor (unless implemented by means of a Takeover Offer) the tender offer rules under the Exchange Act will apply to the Acquisition. Moreover, the Acquisition is subject to the disclosure requirements and practices applicable in the United Kingdom and under the Code to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules. If CGI Europe exercises its right to implement the Acquisition of the Logica Shares by way of a Takeover Offer, the Takeover Offer will be made in compliance with applicable US securities laws and regulations.

Unless otherwise determined by CGI Europe or required by the Panel, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this document and all others relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this document and all others relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

The availability of the Acquisition to Logica Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.

22. Law governing arrangements with Logica Shareholders

The Scheme is governed by English law and is subject to the jurisdiction of the courts of England and Wales and the applicable requirements of the Code, the Panel, the London Stock Exchange, Euronext Amsterdam and the FSA.

23. Action to be taken

Your attention is drawn to the section of this document entitled “Action to be taken” commencing on page 8 of this document.

24. Further Information

Apart from completing, signing and returning the Forms of Proxy, you need take no further action at this stage.

A Shareholder Helpline is available for Logica Shareholders on 0871 664 0321 or +44 (0)20 8639 3399 if calling from outside the United Kingdom. Calls to the 0871 664 0321 number cost 10 pence per minute from a BT landline. Other network providers' costs may vary. Lines are open 9:00 a.m. to 5:30 p.m., Monday to Friday. Calls to the Shareholder Helpline from outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may

be recorded and randomly monitored for security and training purposes. The Shareholder Helpline is available to answer questions regarding this document, the Shareholder Meetings or the completion and return of the Forms of Proxy. However, the Shareholder Helpline cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.

The terms of the Scheme are set out in full in Part Four of this document. Your attention is also drawn to the further information contained (or incorporated by reference) in this document, which forms part of this Explanatory Statement.

Yours faithfully,

Warner Mandel

Duly authorised

For and on behalf of Rothschild

Simon Gorringer and Andrew Tusa

Duly authorised

For and on behalf of Merrill Lynch International

Charles Wilkinson and Richard Sheppard

Duly authorised

For and on behalf of Deutsche Bank AG, London Branch

PART THREE

CONDITIONS AND CERTAIN FURTHER TERMS OF THE ACQUISITION

The Acquisition will comply with the rules and regulations of the FSA, the London Stock Exchange, Euronext Amsterdam and the Code, each to the extent applicable.

Part A: Conditions of the Scheme

The Acquisition will be conditional upon the Scheme becoming unconditional and effective, subject to the Code, by no later than the Long Stop Date.

1 The Scheme will be conditional upon:

- 1.1** its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders who are on the register of members of Logica at the Scheme Voting Record Time, and who are present and vote, whether in person or by proxy, at the Court Meeting (or any adjournment thereof) held no later than 20 August 2012 or such later date (if any) selected by Logica as CGI Europe may agree;
- 1.2** the General Meeting Resolution being duly passed by the Logica Shareholders by the requisite majority at the General Meeting held no later than 20 August 2012 or such later date (if any) selected by Logica as CGI Europe may agree;
- 1.3** the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Logica and CGI Europe);
- 1.4** confirmation of the Capital Reduction by the Court; and
- 1.5** (a) the delivery of copies of the Sanction Court Order, the Reduction Court Order and the Statement of Capital to the Registrar of Companies and (b) if so ordered by the Court in order to take effect, the registration of the Reduction Court Order and the Statement of Capital by the Registrar of Companies.

2 Subject as stated in Part B below and to the requirements of the Panel, the Acquisition is conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme effective will not be taken unless such Conditions (as amended if appropriate) have been satisfied and continue to be satisfied immediately prior to the Court hearing to sanction the Scheme or, where relevant, waived by CGI Europe immediately prior to the Court hearing to sanction the Scheme:

Antitrust, regulatory and Authorisations

- (a) (i) (A) the European Commission making a decision, in terms reasonably satisfactory to CGI Europe, that, in connection with the Acquisition, or any aspect of the Acquisition, it will not initiate proceedings under Article 6(1)(c) of the Council Regulation; or
- (B) the European Commission not having issued a decision within the required deadlines, with the consequence that the Acquisition is deemed compatible with the internal market pursuant to Article 10(6) of the Council Regulation;
- (ii) (A) in the event of a referral of the Acquisition or any aspect of the Acquisition to a competent authority of a European Union or EFTA state in accordance with Article 9(3)(b) or 9(5) of the Council Regulation, such competent authority adopting a clearance decision within the first phase of its relevant proceedings and, to the extent applicable, the European Commission making a decision that it will not initiate proceedings under Article 6(1)(c) of the Council Regulation; or
- (B) the competent authority mentioned in Condition 2(a)(ii) (A) above not having issued a decision within the required deadlines, with the consequence that the Acquisition is deemed approved according to local competition laws;
- (b) (i) all necessary notifications and filings having been made and all applicable waiting periods (including any extensions thereof) under the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976 (as amended) and the rules and regulations made thereunder having expired, lapsed or been terminated as appropriate in each case in respect of the Acquisition; and

- (ii) no order or injunction having been made by a court of competent jurisdiction in the United States that prohibits the consummation of the Acquisition;
- (c) other than as set out in paragraphs (a) and (b) (inclusive), all material notifications, filings or applications which are necessary under any applicable legislation or regulation of any relevant jurisdiction in connection with the Acquisition having been made and all necessary waiting periods (including any extensions thereof) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any relevant jurisdiction having been complied with, in connection with the Acquisition and the acquisition or the proposed acquisition of any shares or other securities in, or control or management of, Logica or any other member of the Wider Logica Group by any member of the Wider CGI Group (including necessary consents and approvals from any Security Agency), and all Authorisations necessary in respect thereof having been obtained in terms and in a form reasonably satisfactory to CGI Europe from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Wider Logica Group has entered into contractual arrangements (including necessary consents and approvals from any Security Agency) and all such Authorisations necessary to carry on the business of any member of the Wider Logica Group in any relevant jurisdiction remaining in full force and effect at the time at which the Acquisition becomes otherwise wholly unconditional and no notice of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations having been issued;
- (d) no Third Party having taken, instituted or implemented any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or enacted, made or proposed any statute, regulation, decision or order (and, in each case, not having withdrawn the same), or having taken any other steps which would or might reasonably be expected to:
 - (i) require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by any member of the Wider CGI Group or by any member of the Wider Logica Group of all or a material portion of their respective businesses, assets or property or impose any material limitation on the ability of all or any of them to conduct their respective businesses (or any of them) or to own, control or manage any of their respective assets or properties (or any part thereof);
 - (ii) require any member of the Wider CGI Group or the Wider Logica Group to offer to acquire a material number of shares or other securities or interest in any member of the Wider Logica Group or Wider CGI Group (other than in connection with the implementation of the Acquisition);
 - (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider CGI Group directly or indirectly to acquire, hold or to exercise effectively any rights of ownership in respect of shares or any other securities in Logica or on the ability of any member of the Wider CGI Group or the Wider Logica Group to exercise management control over any member of the Wider Logica Group;
 - (iv) otherwise materially adversely affect any or all of the business, assets, or profits, of any member of the Wider Logica Group;
 - (v) result in any member of the Wider Logica Group ceasing to be able to carry on business under any name under which it presently does so;
 - (vi) make the Acquisition, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Logica by any member of the Wider CGI Group void, unenforceable and/or illegal under the laws of any applicable jurisdiction, or otherwise prevent or prohibit, materially restrict, materially restrain or materially delay or otherwise materially interfere with the implementation of the Acquisition, or impose material additional conditions or obligations with respect thereto, or otherwise challenge or materially interfere therewith (including, for the avoidance of doubt, any injunction, order or decision by, or at the request of, a Security Agency);
 - (vii) require, prevent or delay the divestiture by any member of the Wider CGI Group of any shares or other securities in any member of the Wider Logica Group; or

- (viii) impose any material limitation on the ability of any member of the Wider CGI Group or of any member of the Wider Logica Group to integrate or coordinate all or any part of its business with all or any part of the business of any other member of the Wider CGI Group and/or the Wider Logica Group,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any applicable jurisdiction in respect of the Acquisition or the acquisition or proposed acquisition of any Logica Shares or otherwise intervene in respect thereof having expired, lapsed or been terminated;

Certain matters arising as a result of any agreement, arrangement, etc.

- (e) save as Fairly Disclosed, there being no provision of any agreement, arrangement, lease, licence, franchise, permit or other instrument to which any member of the Wider Logica Group is a party or by or to which any such member or any of its assets is or may be bound or be subject which, as a consequence of the Acquisition or the acquisition or the proposed acquisition by any member of the Wider CGI Group of any shares or other securities in Logica or because of a change in the control or management of any member of the Wider Logica Group, which would or might reasonably be expected to result in, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole:
 - (i) any monies borrowed by, or any other indebtedness (actual or contingent) of, or any grant available to, any member of the Wider Logica Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - (ii) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Logica Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
 - (iii) any such agreement, arrangement, lease, licence, franchise, permit or other instrument being terminated or the rights, liabilities, obligations or interests of any member of the Wider Logica Group being adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
 - (iv) any liability of any member of the Wider Logica Group to make any severance, termination, bonus or other payment to any of its directors or other officers;
 - (v) any member of the Wider Logica Group ceasing to be able to carry on business under any name under which it presently does so;
 - (vi) any material assets or interests of, or any material assets the use of which is enjoyed by, any member of the Wider Logica Group being or falling to be disposed of or charged or any right arising under which any such assets or interest could be required to be disposed of or charged or cease to be available to any member of the Wider Logica Group otherwise than in the ordinary course of business;
 - (vii) the rights, liabilities, obligations or interests of any member of the Wider Logica Group in, or the business of any member of the Wider Logica Group with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
 - (viii) the value or the financial or trading position of any member of the Wider Logica Group being prejudiced or adversely affected; or
 - (ix) the creation of any liability (actual or contingent) by any member of the Wider Logica Group, other than trade creditors or other liabilities incurred in the ordinary course of business,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit, franchise, lease or other instrument to which any member of the Wider Logica Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might

reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (ix) above of this Condition, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;

Certain events occurring since 31 December 2011

- (f) save as Fairly Disclosed, no member of the Wider Logica Group having, since 31 December 2011:
- (i) issued or agreed to issue or authorised or announced its intention to authorise or propose the issue, of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Logica Shares out of treasury (except, in each case, where relevant, as between Logica and wholly owned subsidiaries of Logica or between the wholly owned subsidiaries of Logica and except for the issue or transfer out of treasury of Logica Shares on the exercise of employee share options or vesting of employee share awards in the ordinary course under the Logica Share Schemes);
 - (ii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly owned subsidiary of Logica to Logica or any of its wholly owned subsidiaries, save for the net final dividend of 2.3 pence per Logica Share in respect of the year ended 31 December 2011, which was paid on 16 May 2012;
 - (iii) other than pursuant to the Acquisition (and except for transactions between Logica and its wholly owned subsidiaries or between wholly owned subsidiaries of Logica or in the ordinary course of business), implemented, effected, authorised or announced its intention to implement, effect or authorise any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
 - (iv) except for transactions between Logica and its wholly owned subsidiaries or between the wholly owned subsidiaries of Logica, disposed of, or transferred, mortgaged or created any security interest over any material asset or any right, title or interest in any material asset or authorised or announced any intention to do so, in each case other than in the ordinary course of business and to an extent which is material in the context of the Wider Logica Group taken as a whole;
 - (v) issued, authorised or announced an intention to authorise the issue of or made any change in or to the terms of any debentures or become subject to any contingent liability or (other than trade credit incurred in the ordinary course of business) incurred or increased any indebtedness except as between Logica and any of its wholly owned subsidiaries or between wholly owned subsidiaries of Logica, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
 - (vi) entered into or varied or authorised or announced its intention, other than in the ordinary course of business, to enter into or vary any material contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise), which is of a long term, unusual or onerous nature or magnitude or which involves an obligation of such nature or magnitude, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
 - (vii) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement with any director or senior executive of Logica;
 - (viii) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Logica Group;

- (ix) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or made any other change to any part of its share capital (except, in each case, where relevant, as between Logica and wholly owned subsidiaries of Logica or between the wholly owned subsidiaries of Logica and except for the issue or transfer out of treasury of Logica Shares on the exercise of employee share options or vesting of employee share awards under the Logica Share Schemes as Fairly Disclosed);
- (x) otherwise than in respect of claims between Logica and its wholly owned subsidiaries, waived, compromised or settled any claim, other than in the ordinary course of business, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (xi) terminated or varied the terms of any agreement or arrangement between any member of the Wider Logica Group and any other person, in a manner which would have a material adverse effect on the financial position of the Wider Logica Group taken as a whole;
- (xii) save as required in connection with the adoption of the Amended Logica Articles, made any alteration to its memorandum or articles of association or other incorporation documents to an extent which is material in the context of the Acquisition;
- (xiii) made or agreed or consented to any material change to the terms of the trust deeds and rules constituting the pension schemes established for its directors, employees or their dependants or to the benefits which accrue, or to the pensions which are payable, thereunder, or to the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined or to the basis upon which the liabilities (including pensions) of such pension schemes are funded or made, or the manner in which the assets of the previous schemes are invested or the basis or rate of employer contribution to a pension scheme or agreed or consented to any change to the trustees involving the appointment of a trust corporation, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (xiv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (xv) (other than in respect of a member of the Wider Logica Group which is dormant and was solvent at the relevant time) taken any steps, corporate action or had any legal proceedings instituted or threatened in writing against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (xvi) (other than for transactions between Logica and its wholly-owned subsidiaries or between the wholly owned subsidiaries of Logica), made, authorised or announced an intention to propose any change in its loan capital, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (xvii) entered into any contract, transaction or arrangement, which would be restrictive on the business of any member of the Wider Logica Group or the Wider CGI Group, as the case may be, other than to a nature and extent which is normal in the context of the business concerned, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole; or
- (xviii) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition;

No adverse change, litigation, regulatory enquiry or similar

(g) since 31 December 2011 and save as Fairly Disclosed:

- (i) there having been no adverse change in the business, assets, financial or trading position or profits, of any member of the Wider Logica Group to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of, any member of the Wider Logica Group or to which any member of the Wider Logica Group is or may become a party (whether as claimant, defendant or otherwise) and no investigation by any Third Party against or in respect of any member of the Wider Logica Group having been threatened, announced, instituted or remaining outstanding by, against or in respect of, any member of the Wider Logica Group, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (iii) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Logica Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider Logica Group, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (iv) no contingent or other liability having arisen or increased which would be likely to adversely affect any member of the Wider Logica Group, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole; and
- (v) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Logica Group which is necessary for the proper carrying on of its business, and the withdrawal, cancellation, termination or modification of which would have a material adverse effect on the Wider Logica Group taken as a whole;

No discovery of certain matters regarding information, environmental issues, liabilities, corruption and intellectual property

(h) save as Fairly Disclosed, CGI Europe not having discovered:

- (i) that any financial, business or other information concerning the Wider Logica Group Publicly Announced prior to the Announcement Date or disclosed to any member of the Wider CGI Group at any time prior to the Announcement Date by or on behalf of any member of the Wider Logica Group is materially misleading, contains a material misrepresentation of any fact or omits to state a fact necessary to make that information not materially misleading, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (ii) any information which affects the import of any information Publicly Announced prior to the Announcement Date by or on behalf of any member of the Wider Logica Group, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (iii) that any past or present member of the Wider Logica Group has not complied in any material respect with all applicable legislation, regulations of any jurisdiction or any notice or requirement of any Authorisation relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any material liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider Logica Group, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;
- (iv) that there is or is reasonably likely to be any material obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Logica Group (or in which any such member may have or previously have had or be deemed to have had an interest), under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any

Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or to indemnify any person in relation thereto, in each case to an extent which is material in the context of the Wider Logica Group taken as a whole;

- (v) that circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Logica Group which claim or claims would be likely to affect any member of the Wider Logica Group, in each case which is material in the context of the Wider Logica Group taken as a whole;
 - (vi) that any past or present member of the Wider Logica Group has paid or agreed to pay any bribe including any “inducement fee”, given or agreed to give any similar gift or benefit or paid or agreed to pay to a concealed bank account or fund to or for the account of, any customer, supplier, governmental official or employee, representative of a political party, or other person for the purpose of obtaining or retaining business or otherwise engaged in any activity, done such things (or omitted to do such things) in contravention of the UK Bribery Act 2010, as amended, or the US Foreign Corrupt Practices Act of 1977, as amended; or
 - (vii) that any past or present member of the Wider Logica Group has engaged in any business with or made any investments in, or made any payments to, (a) any government, entity or individual with which US or Canadian or European Union persons are prohibited from engaging in activities or doing business by US or Canadian or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations or the European Union or any of their respective member states; and
- (i) since 31 December 2011 and save as Fairly Disclosed, no circumstance having arisen or event having occurred in relation to any intellectual property owned, used or licensed by the Wider Logica Group or to any third parties, including:
- (i) any member of the Wider Logica Group losing its title to any intellectual property or any intellectual property owned by the Wider Logica Group being revoked, cancelled or declared invalid;
 - (ii) any agreement regarding the use of any intellectual property licensed to or by any member of the Wider Logica Group being terminated or varied; or
 - (iii) any claim being filed suggesting that any member of the Wider Logica Group infringed the intellectual property rights of a third party or any member of the Wider Logica Group being found to have infringed the intellectual property rights of a third party,

in each case which is material in the context of the Wider Logica Group taken as a whole.

Part B: Certain further terms of the Acquisition

- 3** To the extent permitted by law and subject to the requirements of the Panel, CGI Europe reserves the right to waive in whole or in part, all or any of the Conditions set out in paragraph 2 above.
- 4** The Acquisition will lapse and the Scheme will not proceed, if, prior to the commencement of the Court Meeting, the European Commission adopts a decision pursuant to Article 6(1)(c) of the Council Regulation initiating proceedings in relation to the Acquisition or any matter arising from the Acquisition, or any matter arising from the Acquisition (including, but not limited to, any public interest consideration) is referred to the Competition Commission in the United Kingdom.
- 5** If CGI Europe is required by the Panel to make an offer for Logica Shares under the provisions of Rule 9 of the Code, CGI Europe may make such alterations to any of the Conditions and terms of the Acquisition as are necessary to comply with the provisions of that Rule.
- 6** Conditions 2 (a) to (i) (inclusive) must be fulfilled, be determined by CGI Europe to be or remain fulfilled or (if capable of waiver) be waived by 11.59 p.m. on the date immediately preceding the date of the Scheme Court Hearing, failing which the Scheme will lapse.

Notwithstanding the paragraph above and subject to the requirements of the Panel, CGI Europe reserves the right in its sole discretion to waive all or any of Conditions 2(a) to (i) inclusive, in whole or in part and to proceed with the Scheme Court Hearing prior to the fulfilment, satisfaction or waiver of any of Conditions 2(a) to (i) inclusive.

CGI Europe shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of Conditions 2 (a) to (i) (inclusive) by a date earlier than the latest date specified above for the fulfilment of that Condition, notwithstanding that the other Conditions (or any of them) may at such earlier date have been waived (if capable of waiver) or fulfilled and that there are, at such earlier date, no circumstances indicating that any such Condition may not be capable of fulfilment.

- 7** CGI Europe reserves the right to elect, with the prior written consent of the Panel, to implement the Acquisition by way of a Takeover Offer. In such event, the Acquisition will be implemented on substantially the same terms subject to appropriate amendments, including (without limitation) an acceptance condition set at 90 per cent. (or such less percentage, being more than 50 per cent., as CGI Europe may, subject to the rules of the Code and the consent of the Panel, decide) of the shares to which such offer relates, so far as applicable, as those which would apply to the Scheme.
- 8** The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the Restricted Jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
- 9** The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.
- 10** In the event that the Acquisition is to be implemented by way of a Takeover Offer, Logica Shares will be acquired under the Acquisition free from all liens, equities, charges, encumbrances and other interests and together with all rights attaching thereto, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) announced, declared, made or paid on or after 17 May 2012. Any New Logica Shares will be issued on the same basis. Insofar as a dividend or other distribution is proposed, declared, made or payable by Logica in respect of a Logica Share on or after 17 May 2012, the price payable under the Acquisition in respect of that Logica Share will be reduced by the amount of the dividend and/or distribution, except insofar as the Logica Share is or will be acquired pursuant to the Acquisition on a basis which entitles CGI Europe alone to receive the dividend or distribution directly from Logica and to retain it.
- 11** Rule 13.5(a) of the Code states that “an offeror should not invoke any condition or pre-condition so as to cause the offer not to proceed, to lapse or be withdrawn unless the circumstances which give rise to the right to invoke the condition or pre-condition are of material significance to the offeror in the context of the offer.” The Conditions in paragraphs 1 and (with respect to a decision by the European Commission under Article 6(1)(c) or, following a referral by the European Commission pursuant to Article 9(3)(b) or 9(5), a decision by the competent authority in the United Kingdom to refer the matter to the Competition Commission) paragraph 2(a) of Part A are not subject to Rule 13.5(a) of the Code.

The Acquisition will be governed by English law and will be subject to the jurisdiction of the English courts and to the Conditions and further terms set out in this Part Three.

PART FOUR

THE SCHEME OF ARRANGEMENT

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

No. 4845 of 2012

**IN THE MATTER OF LOGICA PLC
and
IN THE MATTER OF THE COMPANIES ACT 2006
SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)
between
LOGICA PLC
and
THE SCHEME SHAREHOLDERS
(as hereinafter defined)
PRELIMINARY**

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

“£” and “pence”	the lawful currency of the United Kingdom;
“2006 Act”	the United Kingdom Companies Act 2006, as amended;
“Acquisition”	the acquisition by CGI Europe of the entire issued and to be issued ordinary share capital of Logica at a price of 105 pence per Logica Share to be effected by means of the Scheme;
“Business Day”	a day (other than Saturdays, Sundays and public holidays) on which banks are open for business in London, United Kingdom;
“Capita Registrars”	a trading name of Capita Registrars Limited;
“Capital Reduction”	the reduction of Logica’s share capital under Section 648 of the 2006 Act provided for by the Scheme;
“certificated” or “in certificated form”	in relation to a share, not in uncertificated form (that is, not in CREST);
“CGI”	CGI Group Inc., a company incorporated under the laws of the Province of Québec, Canada;
“CGI Europe”	CGI Group Holdings Europe Limited, a private limited company incorporated in England and Wales with registered number 3290026, and a wholly owned indirect subsidiary of CGI, or any other member of the CGI Group substituted by CGI Europe with the consent of the Panel;
“CGI Group”	CGI, its subsidiaries and subsidiary undertakings;
“Code”	the City Code on Takeovers and Mergers;
“Conditions”	the conditions to the Acquisition as set out in Part Three of this document;
“Consideration”	the cash consideration due to Scheme Shareholders pursuant to Clause 2;

“Court”	the High Court of Justice in England and Wales;
“Court Meeting”	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);
“Court Orders”	the Sanction Court Order and the Reduction Court Order;
“CREST”	the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations);
“DISP”	the Deferred Investment Share Plan (formerly the Executive Equity Ownership Plan);
“Effective Date”	the date on which the Scheme becomes fully effective in accordance with Clause 6;
“Euroclear”	Euroclear United Kingdom & Ireland Limited, a private limited company incorporated in England and Wales with registered number 02878738;
“Excluded Shares”	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;
“Logica”	Logica plc, a public limited company incorporated in England and Wales with registered number 01631639;
“Logica 1996 Executive Share Option Scheme”	the Logica 1996 Executive Share Option Scheme;
“Logica Articles”	the articles of association of Logica;
“Logica Employee Share Matching Plan”	the Logica Employee Share Matching Plan;
“Logica Executive Share Plans”	the RSP, the PIP, the PPMP, the DISP and the LTIP;
“Logica Share Schemes”	the Logica Sharesave Schemes, the Logica Employee Share Matching Plan, the Logica 1996 Executive Share Option Scheme and the Logica Executive Share Plans;
“Logica Shareholders”	the holders of Logica Shares;
“Logica Shares”	ordinary shares of 10 pence each in the capital of Logica;
“LTIP”	the Long Term Incentive Plan;
“New Logica Shares”	the new Logica Shares to be issued in accordance with Clause 1.2 of the Scheme;
“Panel”	the Panel on Takeovers and Mergers;
“PIP”	the Partners’ Incentive Plan;
“PPMP”	the Partners’ Performance Multiplier Plan;
“Reduction Court Hearing”	the hearing by the Court to confirm the Capital Reduction;

“Reduction Court Order”	the order of the Court which confirms the Capital Reduction;
“Reduction Record Time”	6:00 p.m. on the Business Day immediately preceding the date upon which the Reduction Court Order is made;
“Registrar of Companies”	the Registrar of Companies in England and Wales;
“Regulations”	the Uncertificated Securities Regulations 2001 (SI2001 No. 3755), as amended from time to time;
“RSP”	the Restricted Share Plan;
“Sanction Court Order”	the order of the Court sanctioning the Scheme under Section 899 of the 2006 Act;
“Scheme”	the proposed scheme of arrangement under Part 26 of the 2006 Act between Logica and the Scheme Shareholders, with or subject to any modification, addition or condition which CGI Europe and Logica may agree, and if required, the Court may approve or impose;
“Scheme Document”	the document dated 21 June 2012 sent by Logica to Logica Shareholders containing, among other things, details of the Scheme and notice of the Court Meeting;
“Scheme Shareholders”	the holders of Scheme Shares;
“Scheme Shares”	<p>the Logica Shares:</p> <ul style="list-style-type: none"> (a) in issue at the date of the Scheme Document; (b) if any, issued after the date of the Scheme Document and on or before the Scheme Voting Record Time; and (c) if any, issued at or 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, <p>in each case other than any Excluded Shares;</p>
“Scheme Voting Record Time”	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 meeting;
“Statement of Capital”	the statement of capital (approved by the Court) showing Logica’s share capital, as altered by the Reduction Court Order, the information required by Section 649 of the 2006 Act;
“subsidiary” and “subsidiary undertaking”	shall be construed in accordance with the 2006 Act; and
“uncertificated” or “in uncertificated form”	in relation to a share, title to which is recorded in the relevant register of the share as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST.

References to Clauses are to Clauses of this Scheme.

(A) As at 19 June 2012 (the last practicable date prior to the posting of this document) the issued share capital of Logica was £162,338,101.40 divided into 1,623,381,014 ordinary shares of 10 pence each.

- (B) As at 18 June 2012 (the last practicable date prior to the posting of this document), none of the companies in the CGI Group hold any Logica Shares. It is proposed that CGI Europe acquire one Logica Share prior to the Reduction Record Time.
- (C) CGI Europe has agreed to appear by Counsel on the hearing to sanction this Scheme and to submit to be bound by, and to undertake to the Court to be bound by, this Scheme and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

THE SCHEME

1. Cancellation of Scheme Shares

- 1.1 The share capital of Logica shall be reduced by cancelling and extinguishing all of the Scheme Shares.
- 1.2 Forthwith and contingent upon the Capital Reduction referred to in Clause 1.1 taking effect (and notwithstanding anything to the contrary in the Logica Articles), the reserve arising in the books of account of Logica as a result of the Capital Reduction shall be capitalised and applied in paying up in full, such number of the New Logica Shares as is equal to the number of Scheme Shares cancelled which shall be allotted, issued and credited as fully paid (free from all liens, charges, encumbrances, rights of pre-emption, equitable interests and any other third party rights of any nature whatsoever) to CGI Europe and/or its nominee(s) in accordance with the terms of the Scheme.

2. Consideration for cancellation of the Scheme Shares

In consideration for the cancellation of the Scheme Shares and the allotment and issue of the New Logica Shares as provided for in Clause 1, CGI Europe shall (subject as hereinafter provided) pay to or for the account of each Scheme Shareholder (as appearing in the register of members of Logica at the Reduction Record Time):

for each Scheme Share: 105 pence in cash.

3. Settlement

- 3.1 As soon as practicable after the Effective Date and in any event not more than 14 days thereafter shall:
- (A) subject to Clause 3.2, in the case of Scheme Shares which at the Reduction Record Time are in certificated form, despatch or procure the despatch to the persons entitled thereto, in accordance with the provisions of Clause 3.3, cheques for the sums payable to them in accordance with Clause 2; and
 - (B) in the case of Scheme Shares which at the Reduction Record Time are in uncertificated form, ensure that an assured payment obligation in respect of the sums payable in accordance with Clause 2 to the persons entitled thereto is created in accordance with CREST assured payment arrangements **PROVIDED** that CGI Europe reserves the right to make payment of the consideration by cheque in accordance with the provisions of Clause 3.1(A) if, for any reason, it wishes to do so.
- 3.2 Any Consideration payable pursuant to the Scheme in respect of Scheme Shares that have been issued or transferred prior to the Reduction Record Time pursuant to the exercise of options or vesting of awards under the Logica Share Schemes shall (unless Logica agrees with CGI Europe that Clause 3.1(A) or (B) of the Scheme shall apply) be paid by electronic transfer in time for transmission to the relevant Scheme Shareholder by Logica or as CGI Europe may determine, less applicable deductions, not more than 14 days after the Effective Date.
- 3.3 All deliveries of cheques and certificates required to be made pursuant to this Scheme shall be effected by sending the same by first class post (or airmail, if overseas) in pre-paid envelopes addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of Logica at the Reduction Record Time (or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in the said register in respect of such joint holding at such time) or in accordance with any special instructions regarding communications, and neither CGI Europe, Logica nor their respective agents or nominees shall be responsible for any loss or delay in the transmission of cheques or certificates sent in accordance with this Clause 3.3, which shall be sent at the risk of the person entitled thereto.
- 3.4 All cheques shall be made payable to the persons to whom in accordance with the foregoing provisions of this Clause 3, the envelope containing the same is addressed, and the encashment of any such cheque shall be a complete discharge of CGI Europe's obligation under this Scheme to pay for the monies represented thereby.
- 3.5 In respect of payments through CREST, CGI Europe shall ensure that an assured payment obligation is created in accordance with the CREST assured payment arrangements. The creation of such an assured payment arrangement shall be a complete discharge of CGI Europe's obligations under this Scheme with reference to payments through CREST.
- 3.6 The provisions of this Clause 3 shall take effect subject to any prohibition or condition imposed by law.

4. Certificates and cancellations

4.1 With effect from and including the Effective Date:

- (A) all share certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised therein and every Scheme Shareholder shall be bound at the request of Logica to deliver up such share certificates to Logica for cancellation or to destroy such share certificates;
- (B) Euroclear shall be instructed to cancel the entitlements to Scheme Shares of Scheme Shareholders who hold their Scheme Shares in uncertificated form, that is, in CREST; and
- (C) appropriate entries will be made in Logica's register of members to reflect the cancellation of all Scheme Shares with effect from the Effective Date.

5. The Effective Date

- 5.1 This Scheme shall become effective in accordance with its terms as soon as office copies of the Court Orders (together with the Statement of Capital) have been delivered to the Registrar of Companies and, if so ordered by the Court, the Reduction Court Order and the Statement of Capital have been registered by the Registrar of Companies.
- 5.2 Unless this Scheme shall become effective on or before 16 November 2012 or such later date, if any, as CGI Europe and Logica may, with the consent of the Panel, agree and the Court may allow, this Scheme shall never become effective.

6. Modification

CGI Europe and Logica may jointly consent on behalf of all concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose. Any such modification or addition may require the consent of the Panel.

7. Governing law

This Scheme is governed by English law and is subject to the jurisdiction of the English courts. The Rules of the Code will apply to this Scheme on the basis provided in the Code.

Dated: 21 June 2012

PART FIVE

FINANCIAL AND OTHER INFORMATION ON LOGICA AND CGI

1. Logica

The following information is incorporated by reference into this document pursuant to Rule 24.15 of the Code and is available free of charge on Logica's website at www.logica.com:

- the Annual Report; and
- the annual report and accounts of Logica for the year ended 31 December 2010.

A Logica Shareholder may request a copy of such information in hard copy form (hard copies will not be provided unless requested). Hard copies may be requested by writing to the Registrar at: Capita Registrars, PXS, 34 Beckenham Road, Beckenham, BR3 4TU, or by calling 0871 664 0321 from within the United Kingdom or +44 (0)20 8639 3399 from outside the United Kingdom. Calls to the 0871 664 0321 number cost 10 pence per minute from a BT landline. Other network providers' costs may vary. Lines are open 9:00 a.m. to 5:30 p.m., Monday to Friday. Calls to the Shareholder Helpline from outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes.

Logica's annual reports and accounts listed above contain Logica's audited consolidated financial statements for the financial years ended 31 December 2011 and 2010, together with the audit report in respect of each year.

Information incorporated by reference	Document reference	Page number in such document
Annual report and accounts of Logica for the year ended 31 December 2011⁽¹⁾	Independent auditors' report to the members of Logica plc	91
	Consolidated statement of comprehensive income	92
	Consolidated statement of financial position	93
	Consolidated statement of cash flows	94
	Consolidated statement of changes in equity	95
	Notes to the consolidated financial statements	96 to 142
Annual report and accounts of Logica for the year ended 31 December 2010⁽²⁾	Independent auditors' report to the members of Logica plc	83
	Consolidated statement of comprehensive income	84
	Consolidated statement of financial position	85
	Consolidated statement of cash flows	86
	Consolidated statement of changes in equity	87
	Notes to the consolidated financial statements	88 to 126

(1) <http://annualreport2011.logica.com>.

(2) <http://annualreport2010.logica.com>.

2. CGI

The following information is incorporated by reference into this document pursuant to Rule 24.15 of the Code and is available free of charge on CGI's website at www.cgi.com:

- condensed consolidated financial statements of CGI for the three and six months ended 31 March 2012 and 2011;
- annual report and consolidated financial statements of CGI for the year ended 30 September 2011; and
- annual report and consolidated financial statements of CGI for the year ended 30 September 2010.

A Logica shareholder may request a copy of such information in hard copy form (hard copies will not be provided unless requested). Hard copies may be requested by writing to: CGI Investor Relations, Lorne Gorber, Senior Vice-President, Global Communications and Investor Relations, CGI Group Inc., 1130, Sherbrooke Street West, 7th Floor, Montréal, Québec, Canada H3A 2M8, or by calling 0845 070 7765 from within the United Kingdom or +44 (0)845 070 7765 from outside the United Kingdom.

Information incorporated by reference	Document reference	Page number in such document
Condensed consolidated financial statements of CGI for the three and six months ended 31 March 2012 and 2011⁽¹⁾	Condensed consolidated statements of earnings	1
	Condensed consolidated statements of comprehensive income	2
	Condensed consolidated balance sheets	3
	Condensed consolidated statements of changes in equity	4
	Condensed consolidated statements of cash flows	5
	Notes to the condensed consolidated financial statements	6 to 21
Annual report and consolidated financial statements of CGI for the year ended 30 September 2011⁽²⁾	Report of independent registered public accounting firm on financial statements	62
	Consolidated statements of earnings	64
	Consolidated statements of comprehensive income	65
	Consolidated statements of retained earnings	65
	Consolidated balance sheets	66
	Consolidated statements of cash flows	67
Annual report and consolidated financial statements of CGI for the year ended 30 September 2010⁽²⁾	Notes to consolidated financial statements	68 to 108
	Report of independent registered public accounting firm on financial statements	43

(1) <http://www.cgi.com/en/investors/financial-reports>.

(2) <http://www.cgi.com/en/investors/annual-reports>.

Once the Scheme is effective, CGI will indirectly own 100 per cent. of Logica. The assets and liabilities of the combined business will therefore comprise the consolidated assets and liabilities of CGI and Logica as at the date of the Acquisition. As at 31 March 2012, CGI had a net asset position of approximately C\$2,438 million (based on total assets of approximately C\$4,550 million and total liabilities of approximately C\$2,113 million). Once the assets and liabilities of Logica are incorporated and taking account of the cost of the Acquisition and its debt and equity financing, CGI is expected to continue to have a positive net asset position. As at 31 March 2012, CGI had a net debt position of approximately C\$795 million (based on cash and cash equivalents of approximately C\$86 million and debt of approximately C\$881 million). As set out in paragraph 8 of Part Two and paragraph 10.2 of Part Seven of this document, the Acquisition is to be funded through a combination of the proceeds from the issuance of Subscription Receipts exchangeable for Class A Shares and debt funding from CIBC, NBC and TD. Following completion of the Acquisition, while CGI is expected to have a greater level of liabilities, CGI will retain a strong balance sheet with substantial financial flexibility to continue to invest in the combined business and pursue CGI's strategic growth plans.

PART SIX

TAXATION

This Part Six, which is intended as a general guide only, is based on current United Kingdom, United States and Netherlands tax legislation and what is understood to be the current practice of the United Kingdom, United States and Netherlands revenue authorities, each of which may change, possibly with retroactive effect. It summarises only certain limited aspects of the United Kingdom, United States and Netherlands tax treatment of the Scheme for certain categories of Scheme Shareholder (as explained further below) and does not purport to be a complete analysis of all potential United Kingdom, United States and Netherlands tax consequences of the Scheme. It does not constitute tax advice.

The summary provided in this Part Six only applies to Scheme Shareholders who have not (and are not deemed to have) acquired their Scheme Shares by reason of any current or former office, employment or other work or services performed by them or any related person. In particular special tax provisions may apply to Scheme Shareholders who have acquired or who acquire their Scheme Shares by exercising options or awards under the Logica Share Schemes, including provisions imposing a charge to United Kingdom income tax. This summary does not apply to such shareholders and such shareholders are advised to seek independent professional advice.

In addition, certain categories of shareholders, such as brokers, dealers or traders in shares or securities, insurance companies and collective investment schemes may be subject to special rules and this Part Six does not apply to such shareholders.

All references in this Part Six to the Netherlands and Netherlands law are to the European part of the Kingdom of the Netherlands and its law, respectively, only.

If you are in any doubt as to your taxation position, or if you are subject to taxation in a jurisdiction other than the United Kingdom, United States or the Netherlands, you should consult an appropriate independent professional financial adviser immediately.

UNITED KINGDOM TAXATION

1. United Kingdom taxation of chargeable gains

The following paragraphs relate only to the position of Scheme Shareholders who are resident (and, in the case of individuals, ordinarily resident and domiciled) for United Kingdom tax purposes solely in the United Kingdom, who hold their Scheme Shares as an investment (other than under an individual savings account) and who are the absolute beneficial owners thereof.

A Scheme Shareholder who receives cash under the terms of the Acquisition in respect of his or her Scheme Shares will be treated as making a disposal of such shares for the purposes of United Kingdom taxation of chargeable gains. Such disposal may, depending on the Scheme Shareholder's individual circumstances (including the availability of exemptions, reliefs and allowable losses) and in particular the Scheme Shareholder's base cost in his holding of Scheme Shares, give rise to a liability to United Kingdom taxation of chargeable gains.

For Scheme Shareholders who are individuals, the capital gains tax annual exemption (which is £10,600 in the tax year to 5 April 2013) will also be available to offset any chargeable gain (to the extent that it has not already been utilised).

For Scheme Shareholders within the charge to United Kingdom corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Scheme Shares), indexation allowance may be available in respect of the period of ownership of the Scheme Shares to reduce any chargeable gain arising on the disposal of Scheme Shares, but not to create or increase an allowable loss.

2. United Kingdom stamp duty and stamp duty reserve tax

No United Kingdom stamp duty or stamp duty reserve tax should be payable by Scheme Shareholders as a result of the Scheme.

NETHERLANDS TAXATION

The following paragraphs relate only to the position of Scheme Shareholders who are resident for Netherlands tax purposes in the Netherlands.

For the purposes of Netherlands income and corporate income tax, Scheme Shares legally owned by a third party such as a trustee, foundation or similar entity or arrangement (a “**Trust**”) may under certain circumstances be required to be allocated to the (deemed) settlor, grantor or similar originator (the “**Settlor**”) or, upon the death of the Settlor, to his/her beneficiaries in proportion to their entitlement to the estate of the Settlor of such Trust.

This summary does not address the Netherlands tax consequences of the Scheme for a Scheme Shareholder who is an individual and who has a “substantial interest” (*aanmerkelijk belang*) in Logica. Generally, a Scheme Shareholder will have a substantial interest in Logica if such Scheme Shareholder, whether alone or together with his spouse or partner and/or certain other close relatives, holds, directly or indirectly, or as Settlor or beneficiary of a Trust (i) the ownership of, (ii) certain other rights, such as usufruct, over, or (iii) rights to acquire (whether or not already issued), Scheme Shares representing 5 per cent. or more of the total issued and outstanding share capital (or the issued and outstanding share capital of any class of Scheme Shares) of Logica.

In addition, a Scheme Shareholder has a substantial interest in Logica if he, whether alone or together with his spouse or partner and/or certain other close relatives, has the ownership of, or other rights over, shares in Logica, that represent less than 5 per cent. of the relevant aggregate that either (a) qualified as part of a substantial interest as set forth above and where shares and/or rights thereover have been, or are deemed to have been, partially disposed of, or (b) have been acquired as part of a transaction that qualified for non-recognition of gain treatment.

Scheme Shareholders who are in any doubt as to whether they hold a substantial interest in Logica should seek independent professional advice.

1. Individual Scheme Shareholders

A Scheme Shareholder, who is an individual, resident or deemed to be resident in the Netherlands, or who has elected to be taxed as resident in the Netherlands for Netherlands income tax purposes, will not be subject to tax on a capital gain in the Netherlands (because such individuals are generally taxed at a flat rate of 30 per cent. on deemed income from “savings and investments” (*“sparen en beleggen”*), which deemed income amounts to 4 per cent. of the individual’s “yield basis” (*“rendementsgrondslag”*) at the beginning of the calendar year (minus a tax-free threshold)), unless:

- (a) such Scheme Shareholder has an enterprise or an interest in an enterprise, to which enterprise the Scheme Shares are attributable; and/or
- (b) such capital gain forms “a benefit from miscellaneous activities” (*“resultaat uit overige werkzaamheden”*) which, for example, would apply where the activities with respect to the Scheme Shares exceed “normal active asset management” (*“normaal, actief vermogensbeheer”*).

If either of the above-mentioned conditions (a) or (b) applies, any capital gain realised upon the disposal will generally be subject to Netherlands income tax at the progressive rates.

2. Corporate Scheme Shareholders

A Scheme Shareholder that is resident or deemed to be resident in the Netherlands for corporate income tax purposes, and that is:

- (a) a corporation;
- (b) another entity with a capital divided into shares;
- (c) a cooperative (association); or
- (d) another legal entity that has an enterprise or an interest in an enterprise to which the Scheme Shares are attributable,

but which is not:

- (e) a qualifying pension fund;

- (f) a qualifying investment fund (“*fiscale beleggingsinstelling*”) or a qualifying exempt investment institution (*vrijgestelde beleggingsinstelling*); or
- (g) another entity exempt from corporate income tax,

will in general be subject to regular corporate income tax, generally levied at a rate of 25 per cent. (20 per cent. over profits up to 200,000 Euros) over any capital gain realised upon the disposal of its Scheme Shares in exchange for cash under the terms of the Acquisition, unless, and to the extent that, the participation exemption applies.

3. Netherlands registration fees, stamp duty and documentary taxes

No Netherlands registration tax, capital tax, custom duty, transfer tax, stamp duty or any other similar documentary tax or duty, other than court fees, will be payable in the Netherlands in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including the enforcement of any foreign judgment in the Courts of the Netherlands) of any documents related to the Scheme.

US TAXATION

The following paragraphs contain a summary of certain US federal income tax considerations for US Holders (as defined below) that receive cash as consideration for their Scheme Shares. This summary is not a comprehensive description of all tax considerations that may be relevant to a particular holder. It addresses only US Holders who hold Scheme Shares as capital assets and use the US dollar as their functional currency. It does not address the tax treatment of US Holders subject to special rules, such as banks, dealers, insurance companies, tax-exempt entities, regulated investment companies, persons that at any time have held 10 per cent. or more of the share capital of Logica, persons holding Scheme Shares as part of a hedging, straddle, conversion, integrated, constructive sale or constructive ownership transaction, or persons subject to the alternative minimum tax.

THE FOLLOWING STATEMENTS ABOUT US FEDERAL TAX CONSIDERATIONS ARE MADE TO SUPPORT MARKETING OF THE SCHEME. NO TAXPAYER CAN RELY ON THEM TO AVOID US FEDERAL TAX PENALTIES. EACH HOLDER OF SCHEME SHARES SHOULD SEEK ADVICE FROM AN INDEPENDENT TAX ADVISOR ABOUT THE TAX CONSEQUENCES TO IT UNDER ITS OWN PARTICULAR CIRCUMSTANCES OF ACCEPTING THE SCHEME.

For the purposes of this summary, a “**US Holder**” is a beneficial owner of Scheme Shares that is (i) a citizen or individual resident of the United States, (ii) a corporation or other business entity created or organized under the laws of the United States or its political subdivisions, (iii) an estate the income of which is subject to US federal income taxation regardless of its source or (iv) a trust subject to the control of a US person and the primary supervision of a US court.

The US federal income tax treatment of a partner in a partnership that holds Scheme Shares will depend on the status of the partner and the activities of the partnership. Partnerships should consult their tax advisors in relation to the US federal income tax consequences for their partners of participating in the Scheme.

This summary assumes that the Logica (or any predecessor thereof) is not, and never has been, a passive foreign investment company (“**PFIC**”) for US federal income tax purposes. If it were determined that Logica (or any predecessor thereof) is or has been a PFIC while its shares were owned by a US Holder, the US federal income tax consequences of the Scheme generally would be materially less favourable to such US Holders than those described below.

1. Disposition of Scheme Shares

US Holders generally will recognise capital gain or loss equal to the difference between the US dollar value of the amount realised and the US Holder’s tax basis in the Scheme Shares. US Holders will realise an amount equal to the US dollar value of the pounds sterling received on the date of disposition (or in the case of cash basis and electing accrual basis taxpayers, the settlement date). The US Holder will recognise foreign exchange gain or loss if the US dollar value of the pounds sterling received at the spot rate on the settlement date differs from the amount realised. A US Holder will have a tax basis in the pounds sterling received equal to their value at the spot rate on the settlement date. Any foreign exchange gain or loss realised on the settlement date or on a subsequent conversion or other disposition of the pounds sterling for a different US dollar amount generally will be US source ordinary income or loss.

For the purposes of computing the US Holder's foreign tax credit limitation, the gain or loss generally will be treated as arising from US sources. It will be long-term capital gain or loss if the holder has held the Scheme Shares for more than one year. Deductions for capital losses are subject to significant limitations.

2. Information Reporting and Backup Withholding

Proceeds from the disposition of Scheme Shares paid within the United States or through certain US-related financial intermediaries may be reported to the US Internal Revenue Service unless the US Holder is a corporation or otherwise establishes a basis for exemption. Backup withholding tax may apply to amounts subject to reporting if the US Holder fails to provide an accurate taxpayer identification number or otherwise establish a basis for exemption. A US Holder can claim a credit against US federal income tax liability for amounts withheld under the backup withholding rules, and it can claim a refund of amounts in excess of its liability by timely providing required information to the US Internal Revenue Service.

PART SEVEN

ADDITIONAL INFORMATION

1. Responsibility statements

- 1.1 The Logica Directors, whose names are set out in paragraph 2.1 of this Part Seven, each accept responsibility for the information contained in this document relating to Logica, the Logica Directors and the members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Logica Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they take responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The CGI Europe Directors, whose names are set out in paragraph 2.2 of this Part Seven, each accept responsibility for the information contained in this document relating to CGI Europe, the CGI Europe Directors and the members of their immediate families, related trusts and persons connected with them (including without limitation the information in paragraphs 3, 5, 8 and 12 of Part Two of this document). To the best of the knowledge and belief of the CGI Europe Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.3 The CGI Directors, whose names are set out in paragraph 2.3 of this Part Seven, each accept responsibility for the information contained in this document relating to CGI, the CGI Group, the CGI Directors and the members of their immediate families, related trusts and persons connected with them (including without limitation the information in paragraphs 3, 5, 8 and 12 of Part Two of this document). To the best of the knowledge and belief of the CGI Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

- 2.1 The Logica Directors and their positions are as follows:

Directors	Position
David Tyler	Non-Executive Chairman
Sergio Giacoletto-Roggio	Non-Executive Director
Jan Babiak	Non-Executive Director
Noël Harwerth	Non-Executive Director
Dr Wolfhart Hauser	Non-Executive Director
Frédéric Rose	Non-Executive Director
Andrew Green	Chief Executive Officer and Executive Director
Himanshu Raja	Chief Financial Officer and Executive Director

The registered office of Logica is 250 Brook Drive, Green Park, Reading RG2 6UA, United Kingdom and its registered number is 01631639.

- 2.2 The CGI Europe Directors and their positions are as follows:

Directors	Position
R. David Anderson	Director
Michael E. Roach	Director
Theodor Hirwatis	Director
Faris Mohammed	Director
Timothy W. Gregory	Director

The registered office of CGI Europe is Broadlands House, Primett Road, Stevenage, Hertfordshire SG1 3EE, United Kingdom and its registered number is 03290026.

2.3 The CGI Directors and their positions are as follows:

Directors	Position
Serge Godin	Founder and Executive Chairman of the Board
André Imbeau	Founder and Executive Vice-Chairman of the Board and Corporate Secretary
Michael E. Roach	President and Chief Executive Officer
Claude Boivin	Non-Executive Director
Bernard Bourigeaud	Non-Executive Director
Jean Brassard	Non-Executive Director
Robert Chevrier	Non-Executive Director
Dominic D'Alessandro	Non-Executive Director
Thomas P. d'Aquino	Non-Executive Director
Paule Doré	Non-Executive Director
Richard B. Evans	Non-Executive Director
Gilles Labbé	Non-Executive Director
Eileen A. Mercier	Non-Executive Director
Donna S. Morea	Non-Executive Director

The registered office of CGI is 1130 Sherbrooke Street West, 7th Floor, Montréal, Québec, Canada H3A 2M8.

3. Persons acting in concert

- 3.1 In addition to Logica Group companies and their directors, for the purposes of the Code, the following persons and persons affiliated with them are deemed to be acting in concert with Logica in respect of the Acquisition:

Name	Type of company	Registered office	Relationship with Logica
Rothschild	Financial Services	New Court, St. Swithins Lane, London EC4N 8AL	Joint Financial Advisor
Bank of America Merrill Lynch	Financial Services	2 King Edward Street London EC1A 1HQ	Joint Financial Advisor and Joint Corporate Broker
Deutsche Bank	Financial Services	1 Great Winchester Street, London EC2N 2DB	Joint Financial Advisor and Joint Corporate Broker
Logica EBT	Trustee company	13-14 Esplanade, St. Helier, JE1 1BD, Channel Islands	Trust for Logica's employee share ownership plan

- 3.2 In addition to CGI Group companies and their directors, for the purposes of the Code, the following person and persons affiliated with it is deemed to be acting in concert with CGI Europe in respect of the Acquisition:

Name	Type of company	Registered office	Relationship with CGI
Goldman Sachs	Financial Services	Peterborough Court, 133 Fleet Street, London EC4A 2BB	Financial Advisor

4. Irrevocable undertakings

The following holders or controllers of Logica Shares have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and in favour of the General Meeting Resolution:

- 4.1 CGI Europe has received irrevocable undertakings from the Logica Directors in respect of their own beneficial holdings of Logica Shares (representing approximately 0.16 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document):
- (a) to cast (or procure the casting of) all voting rights attaching to such Logica Shares in favour of the Scheme at the Court Meeting and in favour of the General Meeting Resolution; and
 - (b) if the Acquisition is structured as a Takeover Offer, to accept or procure the acceptance of such Takeover Offer in respect of all such Logica Shares.

Name	Number of Logica Shares	% of Logica Shares in issue ⁽¹⁾	Number of Logica Shares under Logica Share Schemes
David Tyler	386,298	0.02	nil
Sergio Giacoletto-Roggio	23,493	0.00	nil
Jan Babiak	14,246	0.00	nil
Noël Harwerth	30,701	0.00	nil
Dr. Wolfhart Hauser	66,540	0.00	nil
Frédéric Rose	67,268	0.00	nil
Andrew Green	1,854,914	0.11	1,557,104
Himanshu Raja	125,169	0.01	1,153,932
TOTAL	2,568,629	0.16	2,711,036

(1) Percentage calculated based on Logica's issued ordinary share capital on 19 June 2012, being the last practicable date prior to the date of publication of this document

The irrevocable undertakings given by the Logica Directors will cease to be binding if:

- (a) CGI Europe announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Scheme or Takeover Offer is announced by CGI Europe in accordance with Rule 2.7 of the Code at the same time; or
- (b) the Scheme does not become effective or, as applicable, the Takeover Offer lapses or is withdrawn and no new, revised or replacement Scheme or Takeover Offer is or has been announced in accordance with Rule 2.7 of the Code.

4.2 *Schroder*

CGI Europe has received an irrevocable undertaking from Schroder in respect of 232,291,961 Logica Shares, which it manages on behalf of clients and in respect of which it is able to exercise discretionary and voting control to procure the casting of all voting rights attaching to such Logica Shares in favour of the Scheme at the Court Meeting and in favour of the General Meeting Resolution (or, if the Acquisition is implemented by way of a Takeover Offer, to procure the acceptance of the Takeover Offer in accordance with its terms in respect of all such Logica Shares). Such Logica Shares represent approximately 14.31 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document.

The irrevocable undertaking received from Schroder will cease to be binding if:

- (a) the Scheme Document or Offer Document, as the case may be, has not been posted within 28 days after the date of the Announcement (or within such longer period as CGI Europe, with the consent of the Panel, determines, being not more than eight weeks after the date of the Announcement);
- (b) the Scheme terminates or lapses in accordance with its terms or otherwise becomes incapable of ever becoming effective, provided that CGI Europe has not, within 12 days of the Scheme having so terminated or lapsed, announced in accordance with Rule 2 of the Code that it intends to implement the Acquisition by way of a Takeover Offer or any new scheme of arrangement;
- (c) in the event that the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer is withdrawn or lapses; or
- (d) a third party announces in accordance with Rule 2.7 of the Code a firm intention to make or makes a competing offer (howsoever structured) without preconditions on terms, which represent an improvement of 10 per cent. or more on the value of the consideration offered under the Acquisition as at the date on which such competing offer is announced unless CGI Europe has announced an improvement to the terms of the Acquisition within seven days of such competing offer being announced such that the terms of the improved Acquisition are (in the reasonable opinion of Schroder) at least as favourable as under the competing offer.

4.3 *Artemis*

CGI Europe has received an irrevocable undertaking from Artemis in respect of 59,835,080 Logica Shares, which it manages on behalf of clients and in respect of which it is able to exercise discretionary and voting control (representing approximately 3.69 per cent. of the ordinary share capital of Logica in issue on 19 June 2012, being the last practicable date prior to posting of this document):

- (a) to cast (or procure the casting of) all voting rights attaching to such Logica Shares in favour of the Scheme at the Court Meeting and in favour of each of the General Meeting Resolution; and

- (b) if the Acquisition is structured as a Takeover Offer, to accept or procure the acceptance of such Takeover Offer in respect of all such Logica Shares.

The irrevocable undertaking given by Artemis will cease to be binding if:

- (a) CGI Europe announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition and no new, revised or replacement scheme or Takeover Offer is announced by CGI Europe in accordance with Rule 2.7 of the Code at the same time; or
- (b) the Scheme does not become effective or, as applicable, the Takeover Offer lapses or is withdrawn and no new, revised or replacement scheme of arrangement or takeover offer is or has been announced in accordance with Rule 2.7 of the Code; or
- (c) a third party announces in accordance with Rule 2.7 of the Code a firm intention to make or makes a competing offer (howsoever structured) without preconditions where the consideration is payable entirely in cash on terms which represent an improvement of 10 per cent. or more on the value of the consideration offered under the Acquisition as at the date on which such competing offer is announced unless CGI Europe has announced an improvement to the terms of the Acquisition within seven days of such competing offer being made such that the terms of the improved Acquisition are at least as favourable as under the competing offer.

5. Interests and dealings

5.1 Definitions

For the purposes of this paragraph 5 of this Part Seven:

“acting in concert” with CGI Europe or Logica, as the case may be, means any such person acting or deemed to be acting in concert with CGI Europe or Logica, as the case may be, for the purposes of the Code;

“arrangement” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;

“dealing” or **“dealt”** includes:

- (A) acquiring or disposing of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities, or of general control of relevant securities;
- (B) taking, granting, acquiring, disposing of, entering into, closing out, terminating, exercising (by either party) or varying an option (including a traded option contract) in respect of any relevant securities;
- (C) subscribing or agreeing to subscribe for relevant securities;
- (D) exercising or converting, whether in respect of new or existing securities, any relevant securities carrying conversion or subscription rights;
- (E) acquiring, disposing of, entering into, closing out, exercising (by either party) any rights under, or varying, a derivative referenced, directly or indirectly, to relevant securities;
- (F) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and
- (G) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;

“derivative” includes any financial product the value of which, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security;

“disclosure date” means, in the case of Logica, 19 June 2012 and, in the case of CGI, 18 June 2012, in each case being that respective entity’s last practicable date prior to the posting of this document;

“disclosure period” means the period commencing on 31 May 2011 (being the date 12 months prior to the commencement of the Offer Period and ending on the disclosure date);

“a person has an interest” or is “interested” in relevant securities if he has long economic exposure, whether absolute or conditional, to changes in the price of those securities and in particular includes if a person:

- (A) owns them;
- (B) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or has general control of them;
- (C) by virtue of any agreement to purchase, option or derivative has the right or option to acquire relevant securities or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
- (D) is party to any derivative whose value is determined by reference to their price and which results, or may result, in his having a long position in them;

“relevant securities” means:

- (A) Logica Shares and any other securities of Logica conferring voting rights;
- (B) equity share capital of Logica or, as the context requires, CGI or CGI Europe;
- (C) securities of Logica or, as the context requires, CGI or CGI Europe carrying conversion or subscription rights into any of the foregoing; and

“short position” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

5.2 Interests in Logica Shares

Logica

- (A) As at the disclosure date, the interests of the Logica Directors, members of their immediate families, related trusts and connected persons in Logica Shares were as follows:

Director	Number of Logica Shares	Percentage of existing issued shared capital
David Tyler	386,298	0.02
Sergio Giacoletto-Roggio	23,493	0.00
Jan Babiak	14,246	0.00
Noël Harwerth	30,701	0.00
Dr Wolfhart Hauser	66,540	0.00
Frédéric Rose	67,268	0.00
Andrew Green	2,538,277 ⁽¹⁾	0.16
Himanshu Raja	125,169 ⁽²⁾	0.01

- (1) Including 683,363 Logica Shares legally and beneficially held by Mr. Andrew Green’s wife (Mrs. Alison Green).

- (2) Including 100,000 Logica Shares registered in the name of Mr. Himanshu Raja’s wife (Mrs. Sarah Raja-Brown).

- (B) As at the disclosure date, the Logica Directors held the following outstanding options and awards over Logica Shares under the Logica Share Schemes:

Logica UK Sharesave Scheme

Director	Number of Logica Shares under option	Date of Grant	Vesting Date	Price of Award (£)
Andrew Green	3,025	31.03.2010	01.05.2013	0.96
	2,850	31.05.2011	01.07.2014	1.14
	4,056	03.04.2012	01.05.2015	0.71
Himanshu Raja	4,056	03.04.2012	01.05.2015	0.71

Logica Employee Share Match Plan

Director	Number of Logica Shares under option	Date of Grant	Vesting Date	Price of Award (£)
Himanshu Raja	393	03.04.2012	03.04.2015	Nil

Logica Deferred Investment Share Plan

Director	Number of Logica Shares under option	Date of Grant	Vesting Date	Price of Award (£)
Andrew Green	223,538	26.03.2010	26.03.2013	Nil
	187,490	30.03.2011	30.03.2014	Nil
Himanshu Raja	49,552	28.03.2012	28.03.2015	Nil

Logica Partners' Incentive Plan

Director	Number of Logica Shares under option	Date of Grant	Vesting Date	Price of Award (£)
Andrew Green	75,782	26.03.2010	26.03.2013	Nil
	250,096	30.03.2011	30.03.2014	Nil
Himanshu Raja	113,889	28.03.2012	28.03.2015	Nil

Logica Partners Performance Multiplier Plan

Director	Number of Logica Shares under option	Date of Grant	Vesting Date	Price of Award (£)
Andrew Green	151,564	26.03.2010	26.03.2013	Nil
	500,192	30.03.2011	30.03.2014	Nil
Himanshu Raja	227,778	28.03.2012	28.03.2015	Nil

Logica Long Term Incentive Plan

Director	Number of Logica Shares under option	Date of Grant	Vesting Date	Price of Award (£)
Andrew Green	158,511	26.03.2010	26.03.2013	Nil
Himanshu Raja	324,970	09.08.2011	09.08.2014	Nil

Logica Restricted Share Plan

Director	Number of Logica Shares under option	Date of Grant	Vesting Date	Price of Award (£)
Himanshu Raja	433,294	09.08.2011	Two equal tranches 04.07.2012 and 04.07.2013	Nil

(C) As at the disclosure date, the interests of persons acting in concert with Logica and their connected persons in Logica Shares were as follows:

Name	Number of Logica Shares	Percentage of existing issued share capital
Bank of America Merrill Lynch	7,965	0.00
Deutsche Bank	1,798,777	0.11
Logica EBT	8,168,229	0.50

CGI Europe

Save as set out below, as at the disclosure date, neither CGI Europe, nor any of the CGI Europe Directors, nor any person acting in concert with CGI Europe (including CGI Directors) was interested in or had rights to subscribe for the securities of Logica:

Name of party	Number of Logica Shares	Percentage of existing issued share capital
Goldman, Sachs & Co.	3	0.00

5.3 Dealings in Logica Shares

In the period commencing on 31 May 2012 (being the commencement of the Offer Period) and ending on the disclosure date, the following dealings in Logica Shares by Logica Directors and persons acting in concert with Logica, have taken place:

(A) Logica Directors

Name of Director	Date	Nature of Dealings	Number of Logica Shares	Price (pence)
Andrew Green	11.06.2012	Exercise Option ⁽¹⁾	5,422	54.0

(1) Exercise of options vested on 01.05.2012 under the Logica UK Sharesave Scheme.

(B) Bank of America Merrill Lynch⁽¹⁾

Name of party	Date	Nature of Dealings	Number of Logica Shares	Low price (pence)	High Price (pence)
Bank of America Merrill Lynch	31.05.2012	Purchases	94,849	108.20	111.40

(1) The dealings set out in relation to Bank of America Merrill Lynch have been aggregated in accordance with Note 2 to Rule 24.4 of the Code. A full list of dealings is available for inspection. See further details at paragraph 17 of Part Seven of this document.

(C) Deutsche Bank

Name of party	Date	Nature of Dealing	Number of Logica Shares	Price (pence)
DWS Concept SIVAC Frankfurt-Trust	31.05.2012	Sale	2,162	107.70
Investment-Gesellschaft mbH	31.05.2012	Sale	1,000,000	108.40

(D) Logica EBT⁽¹⁾

Name of party	Date	Nature of Dealings	Number of Logica Shares	Price
Appleby Trust (Jersey) Limited as trustee for Logica EBT	31.05.2012	Transfer out	8,099	Nil
	7.06.2012	Transfer out	83,385	Nil
	14.06.2012	Transfer out	35,995	Nil

(1) The dealings set out in relation to the Logica EBT have been aggregated in accordance with Note 2 to Rule 24.4 of the Code. A full list of dealings is available for inspection. See further details at paragraph 17 of Part Seven of this document.

5.4 General

Save as disclosed in this paragraph 5 of this Part Seven, as at the disclosure date:

- (A) neither CGI Europe nor any other member of the CGI Group, nor any of the CGI Europe Directors nor any of the CGI Directors nor (in the case of the CGI Europe Directors and the CGI Directors) any member of their respective families or related trusts or companies or (so far as the CGI Europe Directors and the CGI Directors are aware having made due and careful enquiry) other connected persons, nor any person acting in concert with CGI Europe, nor any person with whom CGI Europe or any person acting in concert with CGI Europe had a dealing arrangement (save for the irrevocable undertakings described at paragraph 4 of this Part Seven), had any right to subscribe for, or had any short position in relation to, or was interested in, directly or indirectly, any relevant securities of Logica nor had any such person dealt in any relevant securities of Logica during the disclosure period;
- (B) neither Logica, nor any of the Logica Directors, nor (in the case of the Logica Directors) any member of their respective families or related trusts or companies or (so far as the Logica Directors are aware having made due and careful enquiry) other connected persons, nor any person acting in concert with Logica, nor any person with whom Logica or any person acting in concert with Logica had a dealing arrangement, was interested in, directly or indirectly, nor had any right to subscribe for, or any short position in relation to, any relevant securities of Logica and nor had any such person dealt in any relevant securities of Logica since the beginning of the Offer Period;

- (C) neither Logica, nor any of the Logica Directors, nor (in the case of the Logica Directors) any member of their respective families or related trusts or companies or (so far as the Logica Directors are aware having made due and careful enquiry) other connected persons, nor any person acting in concert with Logica, nor any person with whom Logica or any person acting in concert with Logica had a dealing arrangement, was interested in, directly or indirectly, nor had any right to subscribe for, or any short position in relation to, any relevant securities of any member of the CGI Group and nor had any such person dealt in any relevant securities of the CGI Group since the beginning of the Offer Period;
- (D) neither Logica, nor CGI Europe nor any member of the CGI Group, nor any person acting in concert with Logica or with CGI Europe had borrowed or lent (including for these purposes any financial collateral arrangements) any relevant securities in Logica (save for any borrowed shares which have been either on-lent or sold);
- (E) save for the irrevocable undertakings given by Logica Directors as described in paragraph 4 of this Part Seven, there is no arrangement of the kind referred to in Note 11 on the definition of “acting in concert” set out in the Code relating to relevant securities in Logica which exists between CGI Europe, any member of the CGI Group or any person acting in concert with CGI Europe and any other person, nor between Logica or any person acting in concert with Logica and any other person; and
- (F) Logica has not redeemed or purchased any relevant securities of Logica during the disclosure period.

6. Significant change

The Logica Directors are not aware of any significant change in the financial or trading position of Logica which has occurred since 31 December 2011, being the date to which the latest audited consolidated financial statements of Logica were prepared.

7. Ratings

No ratings agency has publicly accorded Logica with any current credit rating outlook.

No ratings agency has publicly accorded CGI or CGI Europe with any current credit rating outlook.

8. Middle market quotations

The following table shows the Closing Price of Logica Shares as derived from the Daily Official List on:

- (A) the first Business Day of each of the six months immediately prior to the date of this document;
- (B) 30 May 2012 (the last Business Day before the commencement of the Offer Period); and
- (C) 19 June 2012 (the last practicable date prior to the publication of this document):

Date	Closing Price (pence)
3 January 2012	68.45
1 February 2012	76.35
1 March 2012	87.05
2 April 2012	100.00
1 May 2012	79.20
30 May 2012	65.70
1 June 2012	110.00
19 June 2012	108.00

9. Service contracts and appointments of the Logica Directors

9.1 Executive Directors

The particulars of the current service contracts between Logica and the Logica Executive Directors are as follows. Save as disclosed, no such contract has been entered into or amended during the six months preceding publication of this document:

Director	Effective Date of Appointment	Unexpired Term of directorship	Employment Notice Period (from Logica)	Employment Notice period (from individual)	Current annual base salary (£) ⁽¹⁾
Andrew Green	1 January 2008	Rolling (subject to re-election)	1 year	6 months	750,000
Himanshu Raja	5 September 2011	Rolling (subject to re-election)	1 year	6 months	400,000

- (1) The current annual base salaries in the table above reflect the salaries payable to Andrew Green and Himanshu Raja from 1 April 2012. The same amount was paid during the 12 month period starting 1 April 2011 (in respect of Himanshu Raja, a pro rata amount was paid in the year commencing 1 April 2011 as he did not commence employment until July 2011).

On termination of the employment of Andrew Green and Himanshu Raja, the Company has the right to make a payment in lieu of notice as a lump sum or in instalments. Any payment made in lieu of notice is calculated on the basis of gross salary, plus a pension contribution (30 per cent. of the base salary in the case of Andrew Green and 20 per cent. of base salary in the case of Himanshu Raja) plus a contribution to the value of benefits. If payments are made in instalments, the contract includes a mitigation clause requiring the executive actively to seek alternative employment during the period over which the instalments are paid. Instalment payments will be reduced if such employment is found—the reduction applied to each monthly instalment is equal to 50 per cent. of 1/12 of the basic salary to which the employee is entitled under the new employment (save that the first £20,000 of any earnings are not included).

In addition to the current annual base salary set out in the table above, the Logica Executive Directors are also entitled to:

- (i) participate in Logica's discretionary annual bonus plan. The current "on target" bonus in respect of Andrew Green and Himanshu Raja under the plan is 100 per cent. of annual base salary. The maximum bonus payable under the plan is 125 per cent. of annual base salary;
- (ii) participate in Logica's share incentive arrangements for the time being in force, subject to the rules of such arrangements;
- (iii) under Andrew Green's service contract: pension contribution of 30 per cent. of annual base salary, life insurance, permanent health insurance, private medical insurance benefits, medical check-up, car allowance, chauffeur service for business and home to work travel, personal accident insurance; and;
- (iii) under Himanshu Raja's service contract: pension contribution of 20 per cent. of annual base salary, life insurance, permanent health insurance, private medical insurance benefits, medical check-up, car allowance and fuel.

The service contracts of Andrew Green and Himanshu Raja contain confidentiality provisions and restrictive covenants which, in the event of termination of their employment, prevent them for a period of 12 months from the termination date from (i) soliciting any person who was a client of Logica in the six months prior to termination; (ii) having any business dealings with a person who was a client of Logica in the six months prior to termination; (iii) soliciting certain employees with whom the executive had business dealings in the six months prior to termination; or (iv) carrying on, setting up, being employed, engaged or interested in a business which competes with Logica.

Details of the treatment of Andrew Green and Himanshu Raja, in relation to the Logica Share Schemes and certain other matters, are set out in paragraph 9 of Part Two of this document.

9.2 *Non-Executive Directors*

The chairman and the non-executive directors of Logica do not have service contracts with Logica. They are not normally eligible to participate in performance-related bonus plans, share plans or employee benefit arrangements. They are not entitled to any payments for loss of office or any unexpired term of their appointment as a non-executive director. The current annual remuneration for 2012 is (i) £300,000 for the chairman and (ii) £47,000 base fee for the other non-executive directors. Non-executive directors also receive additional fees for participation in Logica's committees (additional fees are not payable to the chairman).

10. **Material contracts**

10.1 *Logica*

The following contracts have been entered into by members of the Logica Group otherwise than in the ordinary course of business in the two years prior to the commencement of the Offer Period and are or may be material:

(a) **Co-operation Agreement**

The Co-operation Agreement as is described in paragraph 17 of Part Two of this document.

(b) **Private Placement of Senior Notes**

On 7 July 2011 Logica issued to certain lenders US\$300 million of private placement notes. These Notes have the following principal amount, interest and maturity:

Notes	Principal Amount	Interest	Maturity
Series A Senior Notes	US\$25,000,000	3.71%	7 July 2016
Series B Senior Notes	€20,000,000	4.27%	7 July 2016
Series C Senior Notes	US\$110,000,000	4.39%	7 July 2018
Series D Senior Notes	£25,000,000	4.63%	7 July 2018
Series E Senior Notes	US\$100,000,000	5.06%	7 July 2021

Logica used the proceeds from the private placement to repay a €205 million term loan that became due in November 2011. Logica UK Limited, a subsidiary of Logica, issued a guarantee to the Notes and Logica may, from time to time and if necessary, request any other of its subsidiaries to issue guarantees to the private placement.

The agreement setting out the terms of the private placement contains customary representations and warranties and covenants and is governed by the laws of the State of New York.

10.2 *CGI*

The following contracts have been entered into by members of the CGI Group otherwise than in the ordinary course of business in the two years prior to the commencement of the Offer Period and are or may be material:

(a) **Co-operation Agreement**

The Co-operation Agreement as is described in paragraph 17 of Part Two of this document.

(b) **Credit Agreements**

New Credit Agreement

On 31 May 2012, CGI entered into the New Credit Agreement with CIBC, NBC and TD, as lenders, and NBC, as administrative agent of the lenders (the “**New Agent**”), with respect to which CIBC, National Bank Financial Inc. and TD Securities are acting as co-lead arrangers (the “**Co-Lead Arrangers**”) and joint bookrunners.

Under the New Credit Agreement, £1.245 billion senior unsecured term loan credit facilities (collectively, the “**Term Facilities**”) consisting of (i) a term loan A credit facility in the amount of up to £625 million (the “**Term Loan A Facility**”), (ii) a term loan B credit facility in the amount of up to £310 million (the “**Term Loan B Facility**”) and (iii) a term loan C credit facility in the amount of up to £310 million (the “**Term Loan C Facility**”) are available to be drawn by CGI in C\$, US\$, Sterling and Euros. CGI shall be the borrower under the Term Facilities.

Under the New Credit Agreement, the Backstop Facility was available to be drawn by CGI. However, the New Credit Agreement also contemplated that the Backstop Facility would be cancelled as soon as certain amendments to the Existing Credit Agreement, in order to enable funds thereunder to be used to finance the Acquisition in compliance with the “certain funds” requirements of the Code (collectively, the “**Required Amendments**”), came into full force and effect. The Required Amendments came into full force and effect on 8 June 2012 and the Backstop Facility was cancelled on the same date.

The loans made under the New Credit Agreement will bear interest at a rate per annum equal to (i) for C\$ borrowings, the Prime Rate plus the applicable margin or if BAs are issued, based on the Discount Rate and a stamping fee equal to the applicable margin, (ii) for US\$ borrowings, the Base Rate plus the applicable margin or Libor plus the applicable margin, and (iii) for borrowings in Sterling and Euros, Libor plus the applicable margin.

The applicable margin with respect to all borrowings, irrespective of the currency in which they are denominated or the facility under which they are made, is determined with reference to a pricing grid based on CGI’s performance with the leverage ratio (the ratio of debt to EBITDA on a consolidated basis or adjusted consolidated basis as applicable). CGI must also pay a standby fee on the unutilised amount of each credit facility with reference to the same pricing grid.

CGI has agreed to pay to the Co-Lead Arrangers the following commitment fees (such fees to be allocated and shared equally between the Co-Lead Arrangers) in respect of the Term Facilities:

- 82 bps of the aggregate principal amount of the Term Loan A Facility, which fee shall be earned and payable as follows: (i) 15 bps on the earlier of (y) 60 days after 31 May 2012, and (z) the date the Scheme becomes effective; and (ii) 67 bps on the date of drawdown under the Term Loan A Facility;
- 62 bps of the aggregate principal amount of the Term Loan B Facility, which fee shall be earned and payable as follows: (i) 15 bps on the earlier of (y) 60 days after 31 May 2012, and (z) the date the Scheme becomes effective; and (ii) 47 bps on the date of drawdown under the Term Loan B Facility; and
- 42 bps of the aggregate principal amount of the Term Loan C Facility, which fee shall be earned and payable as follows: (i) 15 bps on the earlier of (y) 60 days after 31 May 2012, and (z) the date the Scheme becomes effective; and (ii) 27 bps on the date of drawdown under the Term Loan C Facility.

The commitment fees represent approximately 0.67 per cent. of the principal amount of the Term Facilities.

CGI has also agreed to pay to CIBC and TD Securities a structuring fee (such fee to be allocated and shared equally between CIBC and TD Securities) in an amount of 3 bps of the Term Loan A Facility, the Term Loan B Facility and the Term Loan C Facility, which fee shall be earned and payable on the date of drawdown under the Term Facilities.

The proceeds of all Term Facilities loans will be used to finance, in part, directly or indirectly, the Acquisition, any fees and expenses incurred in connection therewith and the repayment of all indebtedness of the Logica Group outstanding on the date of the Acquisition (collectively, the “**Acquisition Amounts**”).

The initial extensions of credit under the New Credit Agreement are subject to the satisfaction by CGI of certain customary conditions precedent for credit facilities of this nature and magnitude.

Loans under the Term Loan A Facility shall be repayable in full on the date that is four years after the date of execution of the New Credit Agreement (the “**Financial Close Date**”). Loans under the Term Loan B Facility shall be repayable in full on the date that is three years after the Financial Close Date and loans under the Term Loan C Facility shall be repayable in full on the date that is two years after the Financial Close Date.

The obligations of all borrowers under the New Credit Agreement shall be guaranteed by all borrowers and the subsidiaries of CGI that together represent at least 75 per cent. of the consolidated tangible net assets and consolidated revenues of CGI (the “**Restricted Group**”). Following the Acquisition, Logica and certain of its subsidiaries will be designated as part of the Restricted Group and will be required to guarantee the obligations of the borrowers under the New Credit Agreement and, to the extent they are prevented from doing so under any applicable law or otherwise, no less than a minimum percentage of the total amount of their capital stock shall be pledged in favour of the Lenders.

The New Credit Agreement contains customary affirmative and negative covenants as well as financial covenants to maintain a leverage ratio not greater than 3.0 to 1, which may increase to 3.5 to 1 for a period of 12 months following the Acquisition or any other permitted acquisition, and an interest and rent coverage ratio of not less than 1.5 to 1. These ratios are tested quarterly on a consolidated basis or on an adjusted consolidated basis in the event that the tangible net assets or combined revenues of the Restricted Group represent 85 per cent. or less than the consolidated tangible net assets or consolidated revenues of CGI (in each case, as at the end of any four fiscal quarter period).

The New Credit Agreement contains various events of default including the failure to comply with covenants, the failure to respect any financial ratio, insolvency events and a cross-default to any debt of any entity forming part of the Restricted Group that exceeds singly, or in the aggregate, C\$50 million and the occurrence of any change of control.

Upon the occurrence of any event of default, the New Agent, acting in accordance with the instructions of the requisite majority of lenders, may declare any unutilised commitments cancelled and terminated, demand immediate repayment of all amounts outstanding under the Term Facilities and exercise any other rights, remedies and recourses available to it under any of the operative credit documents and all applicable law.

The arrangements with the Co-Lead Arrangers with respect to the credit facilities under the New Credit Agreement include market flex provisions in favour of the Co-Lead Arrangers, reflective of current market conditions in the syndicated debt markets. If the Co-Lead Arrangers exercise the rights provided to them

under the market flex provisions to the maximum extent thereunder, the interest rates applicable to the various loans under the New Credit Agreement would significantly increase. Pursuant to the market flex provisions, the Co-Lead Arrangers have reserved the right, subject to certain conditions and in consultation with CGI, if necessary or advisable to ensure a successful syndication of the credit facilities, to make changes to the terms and conditions of the credit facilities (other than the aggregate amounts thereof) provided that any changes to the applicable margins and maturity dates of the credit facilities shall be limited as follows:

- (i) the applicable margins applicable to the Term Loan A Facility may not be increased by more than 50 bps (and the applicable standby fee shall be amended to be 20 per cent. of the applicable margins) (and additional increases due to a Permitted Pricing Reallocation) provided that the Co-Lead Arrangers may exercise their rights through any combination of (x) an increase in the applicable margins under the Term Loan A Facility; (y) issuance of the Term Loan A Facility with original issue discount (with original issue discount being equated to interest in a manner reasonably determined by the Co-Lead Arrangers and consistent with generally accepted financial practice, based on an assumed four year average life to maturity); or (z) the payment of upfront fees (which shall be deemed to constitute like amounts of original issue discount), and provided that after giving effect to the rights described in this sub-paragraph (ii), not more than 50 per cent. of the increase described in this sub-paragraph (ii) may be issued in the form of original issue discount or upfront fees;
- (ii) the applicable margins applicable to the Term Loan B Facility may not be increased by more than 50 bps (and the applicable standby fee shall be amended to be 20 per cent. of the applicable margins) (and additional increases due to a Permitted Pricing Reallocation) provided that the Co-Lead Arrangers may exercise their rights through any combination of (x) an increase in the applicable margins under the Term Loan B Facility; (y) issuance of the Term Loan B Facility with original issue discount (with original issue discount being equated to interest in a manner reasonably determined by the Co-Lead Arrangers and consistent with generally accepted financial practice, based on an assumed three year average life to maturity); or (z) the payment of upfront fees (which shall be deemed to constitute like amounts of original issue discount), and provided that after giving effect to the rights described in this sub-paragraph (iii), not more than 50 per cent. of the increase described in this sub-paragraph (iii) may be issued in the form of original issue discount or upfront fees;
- (iii) the applicable margins applicable to the Term Loan C Facility may not be increased by more than 50 bps (and the applicable standby fee shall be amended to be 20 per cent. of the applicable margins) (and additional increases due to a Permitted Pricing Reallocation) provided that the Co-Lead Arrangers may exercise their rights through any combination of (x) an increase in the applicable margins under the Term Loan C Facility; (y) issuance of the Term Loan C Facility with original issue discount (with original issue discount being equated to interest in a manner reasonably determined by the Co-Lead Arrangers and consistent with generally accepted financial practice, based on an assumed two year average life to maturity); or (z) the payment of upfront fees (which shall be deemed to constitute like amounts of original issue discount), and provided that after giving effect to the rights described in this sub-paragraph (iv), not more than 50 per cent. of the increase described in this sub-paragraph (iv) may be issued in the form of original issue discount or upfront fees; and
- (iv) the maturity date of the Term Loan A Facility may be decreased from four years after the Financial Close Date to no earlier than three years after the Financial Close Date.

“Permitted Pricing Reallocation” means, to the extent that the pricing of a credit facility is below the maximum rate provided above for such credit facility, reallocating such deficiency on a weighted average basis to all or any portion of one or more of the other credit facilities, as applicable, as determined by the Co-Lead Arrangers. The Co-Lead Arrangers shall be permitted to tranche or to re-tranche within each of the applicable credit facilities to give effect to a Permitted Pricing Reallocation (but for greater certainty, without reallocation of any commitment amount from one credit facility to another).

Existing Credit Agreement

The Existing Credit Agreement provides for a C\$1.5 billion senior unsecured revolving credit facility (the “**Existing Cdn Revolving Facility**”) that is available to CGI. At its option and with the consent of each lender, CGI may reallocate the whole or any portion of the Existing Cdn Revolving Facility to a US revolving facility made available under the same agreement (the “**Existing US Revolving Facility**” and, together with the Existing Cdn Revolving Facility, the “**Existing Revolving Facility**”) to any US subsidiary forming part of the Restricted Group and designated as a borrower thereunder. At present, no US borrower has been designated and the amount of the Existing US Revolving Facility is nil. Subject to the take-up of the Lenders thereunder or additional lenders, the Existing Revolving Facility may be increased by an amount of C\$750 million by way of an accordion feature that CGI may exercise at its option.

The Existing Revolving Facility is available to be drawn in C\$, US\$, Sterling and Euros and, in the case of the C\$200 million sub-facility for letters of credit forming part thereof, other agreed foreign currencies.

The loans made under the Existing Revolving Facility will bear interest at a rate per annum equal to (i) for C\$ borrowings, the Prime Rate plus the applicable margin or if BAs are issued, based on the Discount Rate and a stamping fee equal to the applicable margin, (ii) for US\$ borrowings, the Base Rate plus the applicable margin or Libor plus the applicable margin, and (iii) for borrowings in Sterling and Euros, Libor plus the applicable margin.

The applicable margin with respect to all borrowings, irrespective of the currency in which they are denominated or the facility under which they are made, is determined with reference to a pricing grid based on CGI’s performance with the leverage ratio (the ratio of debt to EBITDA on a consolidated basis or adjusted consolidated basis as applicable). CGI must also pay a standby fee on the unutilised amount of each credit facility with reference to the same pricing grid.

The proceeds of all loans under the Existing Cdn Revolving Facility may be used for the general corporate purposes of the Restricted Group including financing acquisitions from time to time.

The initial extensions of credit under the Existing Credit Agreement were subject to the satisfaction by CGI of certain customary conditions precedent for credit facilities of this nature and magnitude and such conditions precedent have all been met.

The obligations of CGI and any US borrowers from time to time (of which there are none at present) under the Existing Credit Agreement are guaranteed by the subsidiaries of CGI forming part of the Restricted Group. Following the Acquisition, Logica and certain of its subsidiaries will be designated as part of the Restricted Group and will be required to guarantee the obligations of the borrowers under the Existing Credit Agreement and, to the extent they are prevented from doing so under any applicable law or otherwise, no less than a minimum percentage of the total amount of their capital stock shall be pledged in favour of the Lenders.

The Existing Revolving Facility will be permanently repaid and cancelled in full on 2 December 2016.

The Existing Credit Agreement contains customary affirmative and negative covenants as well as financial covenants to maintain a leverage ratio not greater than 3.0 to 1, which may increase to 3.5 to 1 for a period of 12 months following the Acquisition or any other permitted acquisition, and an interest and rent coverage ratio of not less than 1.5 to 1. These ratios are tested quarterly on a consolidated basis or on an adjusted consolidated basis in the event that the tangible net assets or combined revenues of the Restricted Group represent 85 per cent. or less than the consolidated tangible net assets or consolidated revenues of CGI (in each case, as at the end of any four fiscal quarter period).

The Existing Credit Agreement contains various events of default including the failure to comply with covenants, the failure to respect any financial ratio, insolvency events and a cross-default to any debt of any entity forming part of the Restricted Group that exceeds singly, or in the aggregate, C\$50 million and the occurrence of any change of control.

Upon the occurrence of any event of default, NBC, as administrative agent of the lenders under the Existing Credit Agreement, acting in accordance with the instructions of the requisite majority of lenders, may declare any unutilised commitments cancelled and terminated, demand immediate repayment of all amounts outstanding under the credit facilities and exercise any other rights, remedies and recourses available to it under any of the operative credit documents and all applicable law.

(c) **Equity Capital Raising Agreements**

Subscription Agreement and Subscription Receipt Agreement

Pursuant to the Subscription Agreement, CDP irrevocably and unconditionally subscribed for 46,707,146 Subscription Receipts, at a price of C\$21.41 per Subscription Receipt, for aggregate gross proceeds of C\$999,999,995.86. The aggregate subscription price was paid on 31 May 2012 by CDP to the Subscription Receipt Agent, to be held in escrow in accordance with the Subscription Receipt Agreement, and a certificate representing the Subscription Receipts was delivered to CDP on 31 May 2012. The subscription was made on a prospectus-exempt basis under applicable Canadian and US securities laws.

Pursuant to the Subscription Receipt Agreement, the Subscription Receipts will be automatically exchanged, without additional payment, for Class A Shares on a one-for-one basis, and the aggregate subscription price for the Subscription Receipts will be released by the Subscription Receipt Agent to CGI immediately prior to completion of the Acquisition, subject to the satisfaction or waiver of the following conditions:

- (i) that except to the extent required by the Code, the Panel, the Court, or any other applicable law, regulation or regulatory body, the conditions to the Acquisition shall have been satisfied without amendment or without being waived, except for any such amendment or waiver that is not material and does not have a material adverse effect on the interest of holders of Subscription Receipts;
- (ii) that there shall have been no increase in the price per share payable in the Acquisition;
- (iii) that the Debt Financing Agreements shall not have been amended or waived, except as contemplated therein or for any such amendment or waiver that is not material and does not have a material adverse economic effect on the Debt Financing;
- (iv) that certain specified material representations and warranties of CGI set out in the Subscription Agreement shall have been consistent and correct in all material respects on 31 May 2012 and shall not have ceased to be true and accurate in all material respects afterwards; and
- (v) that CGI shall have obtained all requisite consents, waivers and authorisations required by the competent authorities, including regulatory and stock exchange authorities, in relation to the issuance of the underlying Class A Shares.

If these conditions are not satisfied or waived on or prior to the date that is 180 days following the date of the Subscription Receipt Agreement (i.e., 27 November 2012), or if the Acquisition lapses or is withdrawn, then the Subscription Receipts will be automatically terminated and cancelled, and the aggregate subscription price plus accrued interest will be returned by the Subscription Receipt Agent to the holders of Subscription Receipts.

The Subscription Agreement contains customary representations and warranties by CDP to CGI and an indemnity from CDP in favour of CGI in respect of breaches of covenants or representations and warranties by CDP. The Subscription Agreement also contains customary representations and warranties by CGI to CDP and an indemnity from CGI in favour of CDP in respect of breaches of covenants or representations and warranties by CGI and in respect of orders, investigations or other proceedings prohibiting, restricting or materially affecting the trading or distribution of the Subscription Receipts or underlying Class A Shares. The representations, warranties and indemnities will be in effect for a period of two years following completion of the Acquisition, except for customary exceptions for tax matters and in the case of fraud.

Under the Subscription Agreement, CDP reserved the right to syndicate a portion of its participation in the Subscription Receipts to reduce its ownership or control over Class A Shares to below 20 per cent. (on a non-diluted basis), taking into account the Subscription Receipts and the Class A Shares owned or controlled by CDP, and CGI undertook to co-operate with CDP and provide all required documentation, at CDP's expense, to ensure the success of such syndication. In the event that such syndication is completed prior to or concurrently with closing of the Acquisition, CGI will participate in the selection process of the syndicate members to reasonably ensure the profile and financial capacity of the potential investor is acceptable.

The Subscription Agreement provides that, for the period prior to completion of the Acquisition, CGI undertook to send to CDP a copy of any agreement relating to the subscription of Subscription Receipts or Class A Shares (or securities convertible into Class A Shares) by any investor other than CDP within five days of such subscription. To the extent that the terms and conditions offered to such other investor are more advantageous, CDP reserved the right to require the same terms and conditions by written notice to CGI within five days of receipt of the relevant subscription agreement.

The Subscription Agreement also provides that, for the period prior to completion of the Acquisition, CGI will notify CDP, for information purposes only and without thereby conferring any right on CDP, as soon as possible of the occurrence of any material adverse change, to the knowledge of CGI, affecting CGI, Logica, the Acquisition, or the Debt Financing, in each case, subject to any confidentiality obligation of CGI.

Pursuant to the Subscription Agreement, CGI shall reimburse, up to an aggregate maximum amount of C\$100,000, the fees and expenses incurred by CDP in connection with the Subscription Agreement, including reasonable fees and disbursements of legal counsel.

Registration Rights Agreement

Pursuant to the Subscription Agreement, CGI and CDP undertook to enter into the Registration Rights Agreement prior to or at completion of the Acquisition.

Pursuant to the Registration Rights Agreement, CDP will have the right, as long as it beneficially owns or exercises control or direction over 15 per cent. or more of the outstanding Class A Shares, to recommend to CGI one nominee to be part of any slate proposed by CGI and included in a proxy circular relating to the election of directors of CGI, provided that the CDP nominee shall have no material relationship with CGI or CDP, that he/she shall be eligible to serve as a director under CGI's articles and laws of incorporation and that his/her nomination shall be subject to a favourable recommendation of the CGI's Corporate Governance Committee.

The Registration Rights Agreement will provide that CDP is entitled, at any time and from time to time, as long as it beneficially owns or exercises control or direction over 20 per cent. or more of all outstanding Class A Shares, to require CGI to file a Canadian prospectus and take such other steps as may be reasonably necessary to facilitate a secondary offering in Canada, at CDP's expense, upon the terms and conditions set forth in the Registration Rights Agreement.

In addition, if CGI proposes to make a distribution in Canada for its own account or if an existing shareholder proposes to make a distribution in Canada through a secondary offering, CGI will be required, at that time, upon request by CDP, provided that it beneficially owns or exercises control or direction over 15 per cent. of the outstanding Class A Shares, to use commercially reasonable efforts to cause to be included in such distribution the Class A Shares that CDP has requested to be included, up to a maximum of 15 per cent. of the Class A Shares to be offered in such distribution, with expenses to be shared on a pro rata basis, upon the terms and conditions set forth in the Registration Rights Agreement.

The Registration Rights Agreement will provide that, in connection with any prospectus-exempt sale by CDP in Canada or in the US, CGI will be required to use commercially reasonable efforts, at CDP's expense, to assist CDP and its representatives in the preparation of the required documentation and to allow any prospective buyer to conduct reasonable due diligence on CGI.

If CGI proposes to file a registration statement for the distribution of Class A Shares to the public in the US, CDP and CGI will, prior to such distribution taking place, supplement the Registration Rights Agreement so as to provide CDP with registration rights enabling distribution of Class A Shares to the public in the US that are substantially equivalent to the registration rights provided under the Registration Rights Agreement.

11. Information relating to shareholders holding 5 per cent. or more of CGI's equity or voting rights

CGI's share capital is divided into two classes: (i) Class A Shares; and (ii) class B (multiple voting) shares carrying 10 votes per share ("Class B Shares"). The Class A Shares are listed on the TSX and the NYSE. The Class B Shares are not listed. The Class A Shares and the Class B Shares participate equally in dividends. Information on the numbers of shares and percentages of voting rights below is stated as of 18 June 2012 (being the last practicable date prior to posting of this document).

Serge Godin

Serge Godin, Founder and Executive Chairman of the Board of CGI, owns, directly or indirectly, 870,237 Class A Shares and 28,577,089 Class B Shares, representing in the aggregate approximately 11.39 per cent. of CGI's total equity and 51.08 per cent. of the total voting rights attached to CGI's shares. Mr. Godin co-founded CGI in 1976 and became its first President. Since CGI's inception, Mr. Godin has successfully grown CGI to become Canada's largest independent IT services company and one of the largest independent information technology and business process services firms in the world. Throughout his career, Mr. Godin has remained active in a number of organizations promoting economic development. He is a member of the

Order of Canada and of the Ordre National du Québec, a Laureate of the Canadian Business Hall of Fame and in 2011 he received the Conference Board of Canada's Honorary Associate Award, the Conference Board's highest award. He also serves on the boards of directors of the Canadian Council of Chief Executives and of the University of Waterloo.

André Imbeau

André Imbeau, Founder and Executive Vice-Chairman of the Board and Corporate Secretary of CGI, owns, directly or indirectly, 266,043 Class A Shares and 4,275,659 Class B Shares, representing approximately 1.76 per cent. of CGI's total equity and 7.67 per cent. of the total voting rights attached to CGI's shares. Mr. Imbeau co-founded CGI in 1976 and was, until July 2006, Executive Vice-President and Chief Financial Officer. His financial and operational expertise, leadership and strong commitment to teamwork significantly contributed to CGI's track record of maintaining consistent revenue growth.

CDP

CDP owns 21,429,552 Class A Shares, representing approximately 8.29 per cent. of CGI's total equity and 3.82 per cent. of the total voting rights attached to CGI's shares. CDP manages institutional funds, primarily from public and private pension and insurance funds in Québec. CDP was created in 1965 by an Act of the Québec National Assembly for the sole purpose of managing (i.e., preserving and enhancing) capital made up of funds received from CDP's 25 depositors, who are pension plans and other public bodies. As at 31 December 2011, such depositors' net assets managed by CDP totaled C\$159 billion. With a growth perspective in mind, CDP invests the money of these depositors in financial markets in Québec, elsewhere in Canada, and around the world. Through its size and activities, CDP is a global investor and one of the largest institutional fund managers in Canada and North America as a whole. Please see paragraph 10.2(c) of this Part Seven of this document for more information on the Equity Capital Raising Agreements.

FMR

FMR LLC (Fidelity Management and Research) ("FMR") owned 25,800,000 Class A Shares as at 31 May 2012, representing approximately 9.98 per cent. of CGI's total equity and 4.60 per cent. of the total voting rights attached to CGI's shares. FMR is an American multinational financial services corporation. It is one of the largest mutual fund and financial services groups in the world. It was founded in 1946 and serves North American investors. FMR manages a large family of mutual funds, provides fund distribution and investment advice services, as well as providing discount brokerage services, retirement services, wealth management, securities execution and clearance, life insurance and a number of other services.

GCIC

GCIC Ltd. ("GCIC") owned 13,300,000 Class A Shares as at 31 May 2012, representing approximately 5.14 per cent. of CGI's total equity and 2.37 per cent. of the total voting rights attached to CGI's shares. GCIC was founded in 1957. The firm invests in the public equity and fixed income markets across the globe. It also provides services and manages private client accounts including taxable foundations, estates and personal trusts and venture capital. GCIC is headquartered in Toronto, with additional offices in Montreal, Calgary and Vancouver. GCIC is a privately owned firm, and operates as a subsidiary of DundeeWealth Inc. and was previously known as Goodman & Company until it changed its name to GCIC on 27 January 2012.

12. Other information

- (A) Each of Rothschild, Bank of America Merrill Lynch, Deutsche Bank and Goldman Sachs has given and not withdrawn its written consent to the issue of this document with the references to its name in the form and context in which such references appear.
- (B) There is no agreement, arrangement or understanding whereby the beneficial ownership of any of the Logica Shares to be acquired by CGI Europe in pursuance of the Acquisition will be transferred to any other person, save that CGI Europe reserves the right to transfer any such shares to any member of the CGI Group.
- (C) Save as disclosed in this document, there is no agreement, arrangement or understanding (including any compensation arrangements) between CGI Europe or any person acting in concert with it and any of the directors, recent directors or shareholders or recent shareholders of Logica or any person interested or recently interested in Logica Shares having any connection with or dependence on, or which is conditional upon, the outcome of the Acquisition.

- (D) Save as disclosed in this document, no proposal exists in connection with the Acquisition that any payment or other benefit be made or given to any Logica Director as compensation for loss of office or as consideration for or in connection with his retirement from office.

13. No set-off of consideration

Except with the consent of the Panel, settlement of the consideration to which any Logica Shareholder is entitled under the Acquisition will be implemented in full in accordance with the terms of the Acquisition without regard to any lien, right of set-off, counterclaim or other analogous right to which CGI Europe may otherwise be, or claim to be, entitled against such shareholder.

14. Cash confirmation

Goldman Sachs, financial adviser to CGI and CGI Europe, has confirmed that it is satisfied that sufficient financial resources are available to CGI Europe to enable it to satisfy, in full, the consideration payable to Logica Shareholders under the terms of the Acquisition.

15. Last Practicable Date

The last practicable date for the purpose of Logica's information is 19 June 2012.

The last practicable date for the purpose of CGI's information is 18 June 2012 (unless otherwise stated), being the last Business Day prior to the posting of this document on which such information could be obtained by CGI, taking into account the time difference between Canada and the UK.

16. Fees and expenses

16.1 CGI and CGI Europe

The aggregate fees and expenses expected to be incurred by CGI and CGI Europe in connection with the Acquisition (excluding any applicable VAT) are expected to be approximately:

Category	Amount – £m ⁽¹⁾
Financing arrangements ⁽²⁾	19.59
Financial and corporate broking advice	8.00
Legal advice ⁽³⁾	3.25
Accounting advice	1.00
Public relations advice	0.26
Other professional services	0.06
Other costs and expenses	0.87
Total	33.03

- (1) Where fees have been incurred in Canadian dollars, these have for illustrative purposes been converted into pounds sterling at a rate of £1:\$C1.60.
- (2) The commitment fees relating to the Debt Financing are described in paragraph 10.2(b) of this Part Seven of this document.
- (3) Legal advice is charged based on hourly rates of legal advisers and this estimate is based on the time charged by legal advisers up to 19 June 2012 (the last practicable date prior to publication of this document) and an estimate of time required up to the Effective Date (such estimate is uncertain and depends on a number of factors).

16.2 Logica

The aggregate fees and expenses expected to be incurred by Logica in connection with the Acquisition (excluding any applicable VAT) are expected to be approximately:

Category	Amount – £m
Financial and corporate broking advice ⁽¹⁾	4.81 - 16.41
Legal advice	3.00
Accounting advice	0.55
Public relations advice	0.24
Other professional services	0.23
Other costs and expenses	0.18
Total	9.01 - 20.61

(1) The variable component of these fees comprises elements payable by Logica contingent on completion of the Acquisition.

17. Documents on display

Copies of the documents in paragraph 17.1 below are available for viewing on Logica's website at www.logica.com and copies of the documents in paragraph 17.2 below are available for viewing on CGI's website at www.cgi.com to and including the Effective Date or the date the Scheme lapses or is withdrawn, whichever is earlier.

17.1 Logica

- (A) Logica's Articles;
- (B) a draft of Logica's articles of association as proposed to be amended at the General Meeting;
- (C) the irrevocable undertakings referred to at paragraph 4 of this Part Seven;
- (D) Rothschild's, Bank of America Merrill Lynch's and Deutsche Bank's written consents referred to at paragraph 12 of this Part Seven;
- (E) PricewaterhouseCoopers written confirmation that they have no objection to its report dated 31 May 2012 relating to the Logica Profit Forecast continuing to apply;
- (F) the Announcement;
- (G) this document and the Forms of Proxy;
- (H) the Co-operation Agreement;
- (I) the Confidentiality Agreement; and
- (J) full lists of dealings where the Panel has given consent to the aggregation of dealings.

17.2 CGI and CGI Europe

- (A) CGI Europe's articles of association;
- (B) CGI's articles of incorporation;
- (C) the material agreements referred to at paragraph 10 of this Part Seven of this document;
- (D) a fee letter dated 31 May 2012 addressed to CGI by CIBC, NBC and TD (the "**Fee Letter**");
- (E) a syndication letter dated 31 May 2012 addressed to CGI by CIBC, NBC and TD (the "**Syndication Letter**");
- (F) the irrevocable undertakings referred to at paragraph 4 of this Part Seven of this document;
- (G) Goldman Sachs' written consent referred to at paragraph 12 of this Part Seven of this document;
- (H) the Announcement;
- (I) this document and the Forms of Proxy; and
- (J) the Confidentiality Agreement.

PART EIGHT

BASES AND SOURCES

In this document, unless otherwise stated, or the context otherwise requires, the following bases and sources have been used:

1. Financial information:
 - relating to CGI has been extracted or derived (without material adjustment) from the audited consolidated financial statements of CGI for the financial year ended 30 September 2011; and
 - relating to Logica has been extracted or derived (without adjustment) from the audited consolidated financial statements for the Logica Group for the financial year ended 31 December 2011.
2. The value of the Acquisition is calculated on the basis of the fully diluted number of Logica Shares in issue referred to in paragraph 4 of this Part Eight of this document.
3. As at the Close of Business on 19 June 2012, being the last practicable date prior to the date of publication of this document, Logica had in issue 1,623,381,014 Logica Shares. The International Securities Identification Number for Logica Shares is GB0005227086.
4. The fully diluted share capital of Logica (being 1,648,136,371 Logica Shares) is calculated on the basis of 1,623,381,014 Logica Shares in issue on 19 June 2012, being the last practicable date prior to posting of this document, and in addition up to 24,755,357 further Logica Shares which may be issued on or after 19 June 2012 following the exercise of in-the-money options, or settled via alternative means, which have a price of 105 pence or less, or via the vesting of awards under the Logica Share Schemes, net of the maximum number of options and awards settled through the expected proceeds to Logica from exercise of the in-the-money options and awards.
5. Unless otherwise stated, all prices and Closing Prices for Logica Shares are closing middle market quotations derived from the Daily Official List.
6. The premium calculations per Logica Shares have been calculated by reference to:
 - (a) a price of 65.70 pence per Logica Share on 30 May 2012 (being the last Dealing Day prior to the Announcement);
 - (b) the average Closing Price of approximately 70.20 pence per Logica Share for the one month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement); and
 - (c) the average Closing Price of approximately 79.05 pence per Logica Share for the six month period ended on 30 May 2012 (being the last Dealing Day prior to the Announcement).
7. The reference to the implied enterprise value multiple is based on the value of Logica's fully diluted share capital (as calculated in note 4 above) assuming 105 pence per Logica Share plus Logica's net debt as at 31 December 2011 of £321.6 million all divided by Logica's EBITDA of £311.5m for the year ended 31 December 2011.
8. Unless otherwise stated in this document £1 = C\$1.60.

PART NINE

DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

“2006 Act”	the United Kingdom Companies Act 2006, as amended;
“Acquisition Amounts”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Acquisition”	the acquisition by CGI Europe of the entire issued and to be issued ordinary share capital of Logica at a price of 105 pence per Logica Share to be effected by means of the Scheme (or, subject to the consent of the Panel, a Takeover Offer) including, where the context so requires, any subsequent variation, revision, extension or renewal thereof;
“Amended Logica Articles”	the Logica Articles as amended by the adoption and inclusion of new Article 141 pursuant to the General Meeting Resolution;
“Announcement Date”	31 May 2012;
“Announcement”	the announcement of the Acquisition made in accordance with Rule 2.7 of the Code on the Announcement Date;
“Annual Report”	the annual report and accounts of Logica for the year ended 31 December 2011;
“Artemis”	Artemis Investment Management LLP;
“Authorisations”	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals;
“BA”	has the meaning given to it in the Credit Agreements;
“Backstop Facility”	has the meaning given to it in paragraph 8 of Part Two of this document;
“Bank of America Merrill Lynch”	Merrill Lynch International, a subsidiary of Bank of America Corporation;
“Base Rate”	has the meaning given to it in the Credit Agreements;
“Board”	the board of directors of the relevant company;
“Business Day”	a day (other than Saturdays, Sundays and public holidays) on which banks are open for business in London, United Kingdom;
“Capital Reduction”	the reduction of Logica’s share capital under Section 648 of the 2006 Act provided for by the Scheme;
“Capita Registrars”	a trading name of Capita Registrar Limited;
“CDP”	Caisse de dépôt et placement du Québec;
“certificated” or “in certificated form”	in relation to a share, not in uncertificated form (that is, not in CREST);

“CGI”	CGI Group Inc., a company incorporated under the laws of the Province of Québec, Canada;
“CGI Directors”	the directors of CGI from time to time;
“CGI Europe Directors”	the directors of CGI Europe from time to time;
“CGI Europe”	CGI Group Holdings Europe Limited, a private limited company incorporated in England and Wales with registered number 3290026, and a wholly owned indirect subsidiary of CGI, or any other member of the CGI Group substituted by CGI Europe with the consent of the Panel;
“CGI Group”	CGI, its subsidiaries and subsidiary undertakings;
“CIBC”	Canadian Imperial Bank of Commerce;
“Class A Shares”	has the meaning given to it in paragraph 2 of Part Two of this document;
“Class B Shares”	has the meaning given to it in paragraph 11 of Part Seven of this document;
“Close of Business”	6:00 p.m. on a relevant Business Day;
“Closing Price”	the middle market price of Logica Share at the Close of Business on the day to which such price relates, as derived from the Daily Official List of the London Stock Exchange for that day or from Bloomberg in the case of average Closing Prices for certain periods to which such average relates to;
“Code”	the City Code on Takeovers and Mergers administered by the Panel;
“Co-Lead Arrangers”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Committee”	has the meaning given to it in paragraph 9 of Part Two of this document;
“Conditions”	the conditions to the Acquisition as set out in Part Three of this document;
“Confidentiality Agreement”	the confidentiality agreement between Logica and CGI, a summary of which is contained at paragraph 17 of Part Two of this document;
“Consideration”	the cash consideration due to Scheme Shareholders pursuant to Clause 2 of the Scheme;
“Co-operation Agreement”	has the meaning given to it in paragraph 17 of Part Two of this document;
“Council Regulation”	Council Regulation (EC) 139/2004, as amended;
“Court”	the High Court of Justice in England and Wales;
“Court Meeting”	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);

“Court Orders”	the Sanction Court Order and the Reduction Court Order;
“Credit Agreements”	the New Credit Agreement and the Existing Credit Agreement;
“CREST”	the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations);
“CREST Manual”	the CREST Manual referred to in agreements entered into by Euroclear;
“CREST member”	a person who is, in relation to CREST, a system member (as defined in the Regulations);
“CREST Proxy Instruction”	has the meaning given to it in the section “Action to be taken” of this document;
“CREST sponsor”	a person who is, in relation to CREST, a sponsoring system participant (as defined in the Regulations);
“CREST sponsored member”	a CREST member admitted to CREST as a sponsored member under the sponsorship of a CREST sponsor;
“Daily Official List”	the daily official list of the London Stock Exchange;
“Dealing Day”	a day on which dealings in domestic securities may take place on, and with the authority of the London Stock Exchange;
“Dealing Disclosure”	has the same meaning as given in Rule 8 of the Code;
“Debt Financing”	the new credit facilities made available to CGI under the Debt Financing Agreements;
“Debt Financing Agreements”	the New Credit Agreement, the Fee Letter and the Syndication Letter;
“Deutsche Bank”	Deutsche Bank AG, London Branch;
“Discount Rate”	has the meaning given to it in the Credit Agreements;
“DISP”	the Deferred Investment Share Plan (formerly the Executive Equity Partnership Plan);
“EBITDA”	has the meaning given to it in the Credit Agreements;
“Effective Date”	<ul style="list-style-type: none"> (a) if the Acquisition is implemented by way of the Scheme, the date on which the Scheme becomes effective in accordance with its terms; or (b) if the Acquisition is implemented by way of a Takeover Offer, the date on which such Takeover Offer is declared or becomes unconditional in all respects in accordance with its terms and the requirements of the Code;
“Equity Capital Raising Agreements”	means the Subscription Receipts, the Subscription Agreement, the Subscription Receipt Agreement and the Registration Rights Agreement;
“Euroclear”	Euroclear United Kingdom & Ireland Limited, a private limited company incorporated in England and Wales with registered number 02878738;

“Euronext Amsterdam”	the stock exchange of Euronext Amsterdam by NYSE Euronext, the regulated market of Euronext N.V.;
“Exchange Act”	the United States Securities Exchange Act of 1934 as amended, and the rules and regulations promulgated thereunder;
“Excluded Shares”	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;
“Existing Cdn Revolving Facility”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Existing Credit Agreement”	has the meaning given to it in paragraph 8 of Part Two of this document;
“Existing Revolving Facility”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Existing US Revolving Facility”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Explanatory Statement”	the explanatory statement relating to the Acquisition, as set out in Part Two of this document, which together with the documents incorporated therein constitutes the explanatory statement relating to the Scheme as required by Section 897 of the 2006 Act;
“Fee Letter”	has the meaning given to it in paragraph 17.2 of Part Seven of this document;
“Fairly Disclosed”	information: <ul style="list-style-type: none"> (a) which has been fairly disclosed in writing by or on behalf of Logica to CGI or any of its advisers prior to the Announcement Date; (b) which has been Publicly Announced; (c) set out in the Announcement; (d) set out in this document;
“Financial Close Date”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Forms of Proxy” or “Form of Proxy”	the form(s) of proxy for use at the Court Meeting and the General Meeting (as applicable);
“FMR”	has the meaning given to it in paragraph 11 of Part Seven of this document;
“FSA” or “Financial Services Authority”	the United Kingdom Financial Services Authority in its capacity as the competent authority for the purposes of Part VI of the FSMA;
“FSMA”	the United Kingdom Financial Services and Markets Act 2000, as amended;
“GCIC”	has the meaning given to it in paragraph 11 of Part Seven of this document;
“General Meeting”	the general meeting of Logica Shareholders (and any adjournment thereof) to be convened in connection with the Scheme, the notice for which is set out in Part Eleven of this document;

“General Meeting Resolution”	the special resolution to be proposed at the General Meeting;
“Goldman Sachs”	Goldman Sachs International;
“HMRC”	Her Majesty’s Revenue & Customs;
“Interim Management Statement”	the interim management statement published by Logica on 11 May 2012, including unaudited financial information for the three months ended 31 March 2012, as set out in Appendix I to this document;
“Libor”	has the meaning given to it in the Credit Agreements;
“Listing Rules”	the rules and regulations made by the United Kingdom Listing Authority under FSMA and contained in the United Kingdom Listing Authority’s publication of the same name, as amended from time to time;
“Logica”	Logica plc, a public limited company incorporated in England and Wales;
“Logica Articles”	the articles of association of Logica;
“Logica Directors”	the directors of Logica as at the date of the Announcement;
“Logica EBT”	Logica plc Employee Share Ownership Plan Trust, the trustee of which is Appleby Trust (Jersey) Limited;
“Logica 1996 Executive Share Option Scheme”	the Logica 1996 Executive Share Option Scheme;
“Logica Employee Share Matching Plan”	the Logica Employee Share Matching Plan;
“Logica Executive Committee”	Joao Baptista, Gary Bullard, Serge Dubrana, Joe Hemming, Stephen Kelly, Jean-Marc Lazzari and Amanda Mesler;
“Logica Executive Directors”	Andrew Green and Himanshu Raja;
“Logica Executive Share Plans”	the RSP, the PIP, the PPMP, the DISP and the LTIP;
“Logica Financial Advisers”	Rothschild, Bank of America Merrill Lynch and Deutsche Bank;
“Logica Group”	Logica, its subsidiaries and subsidiary undertakings;
“Logica Profit Forecast”	the statement in italics and marked with an asterisk in paragraph 1 of Part A of Appendix V to the Announcement and marked with an asterisk in paragraph 1 of Part A of Appendix II to this document, as reported on by PricewaterhouseCoopers and the Logica Financial Advisers and otherwise referred to or reproduced elsewhere in the Announcement and in this document;
“Logica Sharesave Schemes”	has the meaning given to it in paragraph 9 of Part Two of this document;
“Logica Share Schemes”	the Logica Sharesave Schemes, the Logica Employee Share Matching Plan, the Logica 1996 Executive Share Option Scheme and the Logica Executive Share Plans;
“Logica Shareholders” or “Shareholders”	holders of Logica Shares;
“Logica Shares”	ordinary shares of 10 pence each in the capital of Logica;
“London Stock Exchange”	London Stock Exchange plc, a company incorporated in England and Wales;

“Long Stop Date”	16 November 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;
“LTIP”	the Long Term Incentive Plan;
“NBC”	National Bank of Canada;
“New Agent”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“New Credit Agreement”	has the meaning given to it in paragraph 8 of Part Two of this document;
“New Logica Shares”	the new Logica Shares to be issued to CGI Europe or its nominee(s) in accordance with the Scheme;
“NYSE”	the New York Stock Exchange;
“Offer Document”	the document to be sent to Logica Shareholders which will contain, among other things, the terms and conditions of the Takeover Offer;
“Offer Period”	the offer period (as defined by the Code) relating to Logica, which commenced on 31 May 2012;
“Official List”	the Official List of the United Kingdom Listing Authority;
“Opening Position Disclosure”	has the same meaning as in Rule 8 of the Code;
“Panel”	the Panel on Takeovers and Mergers;
“Permitted Pricing Allocation”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“PFIC”	has the meaning given to it in Part Six of this document;
“PIP”	the Partners’ Incentive Plan;
“PPMP”	the Partners’ Performance Multiplier Plan;
“PricewaterhouseCoopers”	PricewaterhouseCoopers LLP;
“Prime Rate”	has the meaning given to it in the Credit Agreements;
“Publicly Announced”	disclosed: (a) in any public announcement by Logica to any Regulatory Information Service on or before 5:00 p.m. on 30 May 2012; or (b) in the Annual Report;
“Reduction Court Hearing”	the hearing by the Court to confirm the Capital Reduction;
“Reduction Court Order”	the order of the Court which confirms the Capital Reduction;
“Reduction Record Time”	6:00 p.m. on the Business Day immediately preceding the date upon which the Reduction Court Order is made;
“Registrar of Companies”	the Registrar of Companies in England and Wales;

“Registrar”	Capita Registrars, having their office at 34 Beckenham Road, Beckenham, BR3 4TU;
“Registration Rights Agreement”	has the meaning given to it in paragraph 8 of Part Two of this document;
“Regulations”	the Uncertificated Securities Regulations 2001 (SI2001 No. 3755), as amended from time to time;
“Regulatory Information Service”	a service approved by the London Stock Exchange for the distribution to the public of announcements and included within the list maintained on the London Stock Exchange’s website;
“Required Amendments”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Restricted Group”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Restricted Jurisdiction”	any jurisdiction where extension or acceptance of the Acquisition would violate the law of that jurisdiction;
“Rothschild”	N.M. Rothschild and Sons Limited;
“RSP”	the Restricted Share Plan;
“Rule”	a rule of the Code unless the context dictates otherwise;
“Sanction Court Order”	the order of the Court sanctioning the Scheme under Section 899 of the 2006 Act;
“Scheme” or “Scheme of Arrangement”	the proposed scheme of arrangement under Part 26 of the 2006 Act between Logica and the Scheme Shareholders, the full terms of which are set out in Part Four of this document, with or subject to any modification, addition or condition which CGI Europe and Logica may agree, and if required, the Court may approve or impose;
“Scheme Court Hearing”	the hearing by the Court to sanction the Scheme;
“Scheme Shareholders”	holders of Scheme Shares;
“Scheme Shares”	<p>the Logica Shares:</p> <ul style="list-style-type: none"> (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, <p>in each case other than any Excluded Shares;</p>
“Scheme Voting Record Time”	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;
“Schroder”	Schroder Investment Management Limited;

“Security Agency”	any governmental or regulatory body competent to take action or impose restrictions in connection with the Acquisition by reference to its implications for any aspect of public policy, law and order, national security, policing, defence or military procurement;
“Settlor”	has the meaning given to it in Part Six of this document;
“Shareholder Helpline”	the helpline for Logica Shareholders, operated by the Registrar;
“Shareholder Meetings”	the Court Meeting and the General Meeting;
“Statement of Capital”	the statement of capital (approved by the Court) and showing, with respect to Logica’s share capital, as altered by the Reduction Court Order, the information required by Section 649 of the 2006 Act;
“Subscription Agreement”	has the meaning given to it in paragraph 8 of Part Two of this document;
“Subscription Receipt Agent”	has the meaning given to it in paragraph 8 of Part Two of this document;
“Subscription Receipt Agreement”	has the meaning given to it in paragraph 8 of Part Two of this document;
“Subscription Receipts”	has the meaning given to it in paragraph 8 of Part Two of this document;
“Substantial Interest”	in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in Section 548 of the 2006 Act) of such undertaking;
“Syndication Letter”	has the meaning given to it in paragraph 17.2 of Part Seven of this document;
“Takeover Offer”	should the Acquisition be implemented by way of a takeover offer, within the meaning of Section 974 of the 2006 Act, the takeover offer to be made by CGI Europe to acquire the issued and to be issued Logica Shares and, where the context requires, any revision, variation, extension or renewal of such takeover offer;
“TD”	the Toronto-Dominion Bank;
“Term Loan A Facility”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Term Loan B Facility”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Term Loan C Facility”	has the meaning given to it in paragraph 10.2 of Part Seven of this document;
“Third Party”	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution or any other body or person (including, for the avoidance of doubt, any Security Agency) whatsoever in any jurisdiction;

“TSX”	the Toronto Stock Exchange;
“Trust”	has the meaning given to it in Part Six of this document;
“uncertificated” or “in uncertificated form”	in relation to a share, title to which is recorded in the relevant register of the share as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST;
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland;
“United States” or “US”	the United States of America, its territories and possessions, any State of the United States of America and the District of Columbia;
“US Holder”	has the meaning given to it in Part Six of this document;
“Wider CGI Group”	CGI, its subsidiary undertakings, associated undertakings and any other undertakings in which that company and such undertakings (aggregating their interests) have a Substantial Interest; and
“Wider Logica Group”	Logica, its subsidiary undertakings, associated undertakings and any other undertakings in which that company and such undertakings (aggregating their interests) have a Substantial Interest.

For the purposes of this document, **“subsidiary”**, **“subsidiary undertaking”**, **“parent undertaking”**, **“undertaking”** and **“associated undertaking”** have the respective meanings given thereto by the 2006 Act, but for this purpose ignoring paragraph 20(1)(b) of Schedule 4A of the Companies Act 1985, as amended.

All times referred to in this document are London times unless otherwise stated.

References to the singular include the plural and vice versa.

“£” and **“pence”** means pounds and pence sterling, the lawful currency of the United Kingdom, **“C\$”** means Canadian dollars, the lawful currency of Canada, **“US\$”** means US dollars, the lawful currency of the United States of America and **“Euros”** and **“€”** means the single currency of those member states of the European Union participating in the European Monetary Union from time to time.

PART TEN

NOTICE OF COURT MEETING

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No. 4845 of 2012

21 June 2012

IN THE MATTER OF LOGICA PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 19 June 2012 made in the above matter, the Court has given permission for a meeting (the “**Court Meeting**”) to be convened of the holders of Scheme Shares (as defined in the Scheme of Arrangement referred to below) for the purpose of considering and, if thought fit, approving (with or without modification) a Scheme of Arrangement proposed to be made between Logica plc (the “**Company**”) and Scheme Shareholders (as defined in the said Scheme of Arrangement) and that such Court Meeting will be held at 10:00 a.m. on 16 July 2012 at Kings Place, 90 York Way, London N1 9AG at which place and time all Scheme Shareholders are requested to attend.

A copy of the Scheme of Arrangement and a copy of the explanatory statement required to be furnished pursuant to Section 897 of the Companies Act 2006 are incorporated in the document of which this notice forms part.

Scheme Shareholders entitled to attend and vote at the Court Meeting may vote in person at the Court Meeting or they may appoint another person, whether a member of the Company or not, as their proxy to vote in their stead. A BLUE Form of Proxy for use at the Court Meeting is enclosed with this notice. Completion of the Form of Proxy will not prevent a holder of the said shares from attending and voting at the Court Meeting (or any adjournment thereof) in person, if he wishes to do so.

Scheme Shareholders are entitled to appoint a proxy in respect of some or all of their Scheme Shares. Scheme Shareholders are also entitled to appoint more than one proxy. A space has been included in the BLUE Form of Proxy to allow Scheme Shareholders to specify the number of shares in respect of which that proxy is appointed. Scheme Shareholders who return the BLUE Form of Proxy duly executed but leave this space blank will be deemed to have appointed the proxy in respect of all of their Scheme Shares.

Scheme Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact the Registrar for further BLUE Form of Proxy or photocopy forms of proxy as required. Such shareholders should also read the notes in respect of the appointment of multiple proxies set out in the Notice of General Meeting included at Part Eleven of the document of which this notice forms part.

In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s) and, for this purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

It is requested that Forms of Proxy (together with any power of attorney or authority under which it is signed, or a notarially certified copy of such power or authority) be lodged with the Registrar by post or, during normal business hours only, by hand to: Capita Registrars, PXS, The Registry, 34 Beckenham Road, Beckenham, BR3 4TU or on-line by logging on to www.logica-shares.com and selecting the “Proxy Voting” link, or if Scheme Shares are held in uncertificated form via the CREST Proxy Voting Service (the Company’s agent ID number is RA10) by 10:00 a.m. on 14 July 2012 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting), but if forms are not so lodged, or submitted electronically (as the case may be), they may be handed to the Registrar, on behalf of the chairman at the Court Meeting before the taking of the poll. The time of receipt will be taken to be the time from which the Registrar is able to retrieve the message by enquiry to CREST.

Entitlement to attend and vote at the said Court Meeting of Scheme Shareholders or adjournment thereof and the number of votes which may be cast thereat will be determined by reference to the register of members of the Company as at 6:00 p.m. on the day which is two days immediately before the date of the said Court Meeting or adjourned meeting (as the case may be). In each case, changes to the register of members of the Company after such time will be disregarded.

By the said order, the Court has appointed David Tyler, or failing him any other Logica Director, to act as chairman of the Court Meeting and has directed the chairman to report the results thereof to the Court.

The said Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated: 21 June 2012

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS
Solicitors for the Company

PART ELEVEN

NOTICE OF GENERAL MEETING

LOGICA PLC (the “Company”)

(Registered in England and Wales No. 01631639)

NOTICE IS HEREBY GIVEN that a GENERAL MEETING of the Company shall be held at 10:15 a.m. on 16 July 2012 at Kings Place, 90 York Way, London N1 9AG (or as soon thereafter as the Court Meeting (as defined in the document of which this notice forms part) convened for 10:00 a.m. on the same day and at the same place, by an order of the High Court of Justice in England and Wales, shall have been concluded or adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as a special resolution of the shareholders of the Company:

SPECIAL RESOLUTION

THAT for the purposes of giving effect to the scheme of arrangement dated 21 June 2012 between the Company and Scheme Shareholders (as defined in the Scheme of Arrangement), a print of which has been produced to this meeting and for the purposes of identification signed by the Chairman of the meeting, in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by the Company and CGI Europe (as defined in the Scheme of Arrangement) (the “Scheme”):

- (a) the directors of the Company be authorised to take all such actions as they may consider necessary or appropriate for carrying the Scheme into effect;
- (b) the share capital of the Company be reduced by cancelling and extinguishing all of the Scheme Shares (as defined in the Scheme);
- (c) subject to, and forthwith upon, the reduction of capital referred to in paragraph (b) above taking effect:
 - (i) the reserve arising in the books of account of the Company as a result of the reduction of capital referred to in paragraph (b) above be capitalised and applied in paying up in full at par such number of new ordinary shares of 10 pence each in the Company as shall be equal to the number of Scheme Shares cancelled pursuant to paragraph (b) above and such new ordinary shares be allotted and issued, credited as fully paid, to CGI Europe and/or its nominee(s) in accordance with the Scheme; and
 - (ii) the directors of the Company be generally and unconditionally authorised for the purposes of Section 551 of the Companies Act 2006 to exercise all the powers of the Company to allot the new ordinary shares referred to in sub-paragraph (c)(i) above, provided that: (1) the maximum aggregate nominal amount of shares which may be allotted under this authority shall be the aggregate nominal amount of the new ordinary shares created pursuant to sub-paragraph (c)(i) above; (2) this authority shall expire (unless previously revoked, varied or renewed) on the fifth anniversary of the date on which this resolution is passed; and (3) this authority shall be in addition, and without prejudice, to any other authority under the said Section 551 previously granted and in force on the date on which this resolution is passed; and
- (d) with effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new Article 141:

Shares not subject to Scheme

141. (1) Expressions defined in the Scheme shall have the same meanings in this Article 141 (save as expressly defined in these Articles).

(2) Subject to the Scheme having become effective, if any shares in the Company are issued or transferred to or held by any person or his nominee other than CGI Europe or a person or persons nominated by CGI Europe in writing for the purpose of this Article 141(2) (each a “New Member”) after the Reduction Record Time (the “Post-Scheme Shares”), they shall be immediately transferred to CGI Europe or a person or persons nominated by CGI Europe in writing for the purpose of such transfer (each a “CGI Transferee”) in consideration of the Consideration (as defined below), provided that:

- (a) the Consideration per share to be paid to a New Member pursuant to this Article 141(2) may be adjusted by the directors of the Company, in such manner as the auditors of the Company may*

determine, on any reorganisation of or material alteration to the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the Scheme becomes effective (other than pursuant to the Scheme). References in this Article to shares in the Company shall, following such adjustment, be construed accordingly; and

- (b) to give effect to any transfer of Post-Scheme Shares, the Company may appoint any person as attorney for the New Member to transfer any Post-Scheme Shares to the CGI Transferee and do all such other things and execute and deliver all such documents as may in the opinion of the attorney be necessary or desirable to vest any Post-Scheme Shares in the CGI Transferee and pending such vesting to exercise all such rights attaching to any Post-Scheme Shares as CGI Europe may direct. If an attorney is so appointed, the New Member shall not thereafter (except to the extent that the attorney failed to act in accordance with the directions of CGI Europe) be entitled to exercise any rights attaching to any Post-Scheme Shares unless so agreed by CGI Europe. The attorney shall be empowered to execute and deliver as transferor a form of transfer or other such instrument or instruction of transfer on behalf of the New Member (or any subsequent holder) in favour of the CGI Transferee and the Company may give a good receipt for the Consideration in respect of the Post-Scheme Shares and may register the CGI Transferee as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member in respect of any Post-Scheme Shares.*

(3) CGI Europe shall settle or procure the settlement of the consideration due under Article 141(2) by such date as CGI Europe shall agree with the Company and in any event within fourteen days of the transfer of the Post-Scheme Shares to CGI Europe and/or its nominee(s).

(4) In this Article 141:

“Consideration” means such consideration as the relevant New Member would have been entitled to under the Scheme for the relevant Post-Scheme Shares had they been Scheme Shares (as defined in the Scheme); and

“Scheme” means the scheme of arrangement dated 21 June 2012 between the Company and the Scheme Shareholders (as defined in the Scheme) under Part 26 of the Companies Act 2006 in its original form or subject to any modification in accordance with its terms.”

Dated: 21 June 2012

BY ORDER OF THE BOARD

Alice Rivers

Company Secretary

Registered Office:

250 Brook Drive

Green Park

Reading RG2 6UA

Notes

1. A member of the Company entitled to attend and vote at the General Meeting is entitled to appoint one or more proxies to attend, speak and, on a poll, vote instead of him or her. A proxy need not be a member of the Company but must attend the General Meeting in person.
2. Lodging a Form of Proxy will not prevent the member from attending and voting in person. The Company will give effect to the intention of members and include votes wherever and to the fullest extent possible. Any amendments you make to any Form of Proxy must be initialled by you.
3. To be valid, the Form of Proxy (together with any power of attorney or authority under which it is signed, or a notarially certified copy of such power or authority) must be received by post or by hand (during normal business hours) at the offices of the Company's registrar, Capita Registrars, PXS, The Registry, 34 Beckenham Road, Beckenham, BR3 4TU, no later than 48 hours before the time for holding the General Meeting or any adjournment thereof or (in the case of a poll taken otherwise than at the meeting or any adjournment thereof) for the taking of the poll at which it is to be used. A reply-paid envelope is provided for your convenience. Simply complete the form, tear off the return section and put the form in the post.

For those members of the Company not posting from the United Kingdom, the form may be returned in an envelope addressed to Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, BR3 4TU. Appropriate postage charges will be required.

4. You may appoint a proxy electronically by logging on to www.logica-shares.com and selecting the "Proxy Voting" link. If you have not previously registered for electronic communications, you will first be asked to register as a new user, for which you will require your investor code (which can be found on either of the Forms of Proxy, your share certificate or tax voucher), family name and post code (if you are resident in the United Kingdom). Once registered, you will have the opportunity to appoint a proxy online. For an electronic proxy to be valid, your appointment must be received by the Registrar no later than 48 hours before the time and date set for the meeting.
5. You may appoint more than one proxy provided that each proxy is appointed to exercise rights attaching to different shares. If you wish to appoint more than one proxy please also indicate by ticking the box provided if the proxy is one of multiple instructions being given.
6. If you wish to appoint more than one proxy, you may: (a) photocopy the Form of Proxy, fill in the name of the proxy and the number of shares in respect of which the proxy is appointed and send the multiple forms together to the Registrars at the address in note 3 above (please ensure that all of the multiple Forms of Proxy in respect of one registered holding are sent in the same envelope if possible); or alternatively (b) call the Registrars on the number in note 23 below who will then issue you with multiple Forms of Proxy.
7. Where a Form of Proxy does not state the number of shares to which it applies (a "**blank proxy**") then, subject to the following principles, where more than one proxy is appointed, that proxy is deemed to have been appointed in relation to the total number of shares registered in the name of the appointing member (the "**member's entire holding**"). In the event of a conflict between a blank proxy and a proxy which does state the number of shares to which it applies (a "**specific proxy**"), the specific proxy shall be counted first, regardless of the time it was sent or received (on the basis that as far as possible, the conflicting forms of proxy should be judged to be in respect of different shares) and remaining shares will be apportioned to the blank proxy (pro rata if there is more than one).
8. Where there is more than one proxy appointed and the total number of shares in respect of which proxies are appointed is no greater than the member's entire holding, it is assumed that proxies are appointed in relation to different shares, rather than that conflicting appointments have been made in relation to the same shares. There is only assumed to be a conflict where the aggregate number of shares in respect of which proxies have been appointed exceeds the member's entire holding.
9. Where two or more valid but different Forms of Proxy are delivered in respect of the same share for use at this meeting, the one which is last validly deposited or received shall be treated as replacing and revoking the other Form of Proxy as regards that share. Which proxy is later will be determined on the basis of which proxy is last sent (or, if the Company is unable to determine which is last sent, last received). Proxies in the same envelope will be treated as sent and received at the same time, to minimise the number of conflicting proxies.
10. If conflicting proxies are sent or received at the same time or if the Company is unable to determine which was sent or received last in respect of (or deemed to be in respect of) an entire holding, none of them shall be treated as valid.

11. Where the aggregate number of shares in respect of which proxies are appointed exceeds a member's entire holding and it is not possible to determine the order in which they were sent or received (or they were all sent or received at the same time), the number of votes attributed to each proxy will be reduced pro rata.
12. Where the application of note 11 above gives rise to fractions of shares, such fractions will be rounded down.
13. If a member appoints a proxy or proxies and then decides to attend the General Meeting in person and vote on a poll using his poll card, then the vote in person will override the proxy vote(s). If the vote in person is in respect of the member's entire holding then all proxy votes will be disregarded. If, however, the member votes at the General Meeting in respect of less than the member's entire holding, and the member indicates on his polling card that all proxies are to be disregarded, that shall be the case; but if the member does not specifically revoke proxies, then the vote in person will be treated in the same way as if it were the last received proxy and earlier proxies will only be disregarded to the extent that to count them would result in the number of votes being cast exceeding the member's entire holding.
14. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
15. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment in the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID RA10) by the latest time(s) for receipt of proxy appointments specified in the notice of meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
16. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The CREST Manual can be reviewed at www.euroclear.com/CREST.
17. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Regulations.
18. To be entitled to attend and vote at the General Meeting (and for the purpose of the determination by the Company of the number of votes that can be cast), members must be entered on the Company's register of members at 6:00 p.m. on 14 July 2012 (or in the case of any adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).
19. If the Form of Proxy is signed by someone else on behalf of the member of the Company, their authority to sign must be returned with the Form of Proxy.
20. A member of the Company which is a company (a corporation) and which wishes to be represented at the General Meeting by a person with authority to speak, vote on a show of hands and vote on a poll (a corporate representative) must appoint such a person by resolution of its directors. A corporate representative has the same powers on behalf of the corporation he/she represents as that corporation could exercise if it were an individual member of the Company.
21. Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member provided that they do so in relation to the same shares: (i) if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and (ii) in other cases, the power is treated as not exercised.

22. In the case of joint holders, the vote of the senior shareholder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of other joint holders. For this purpose, seniority will be determined by the order in which the names stand in the Company's register of members in respect of the joint holding.
23. If you are in any doubt about completing the Form of Proxy please telephone the Registrar between 9:00 a.m. and 5:30 p.m., Monday to Friday, on 0871 664 0321 (from within the United Kingdom) and +44 20 8639 3399 (from outside the United Kingdom). Calls to 0871 664 0321 are charged at 10 pence per minute (including VAT) plus network charges. Other service providers' costs may vary. Calls to +44 20 8639 3399 from outside the United Kingdom are charged at applicable international rates. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. The Registrar cannot provide advice on the merits of the proposals nor give any financial, legal or tax advice.
24. Any person to whom this notice is sent who is a person nominated under Section 143 of the 2006 Act to enjoy information rights may, under an agreement between him/her and the shareholder by whom he/she was nominated, has a right to be appointed or to have someone else appointed as a proxy for the General Meeting. If a nominated person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of the voting rights.
25. Any question relevant to the business of the General Meeting may be asked at the General Meeting by anyone permitted to speak at the meeting.
26. Pursuant to Section 319A of the Companies Act 2006, the Company must cause to be answered at this meeting any questions relating to the business being dealt with at this meeting which is put to it by a member attending the meeting, except in certain circumstances (as set out in Section 319A(2) of the Companies Act 2006) including if to do so would interfere unduly with the preparation for the meeting, if the answer has already been given on a website in the form of an answer to a question, if it is undesirable in the context of the interests of the Company or the good order of the meeting that the question be answered or if to do so would involve the disclosure of confidential information.
27. As at 19 June 2012 (being the last practicable date prior to the publication of this document), the Company's issued share capital consisted of 1,623,381,014 ordinary shares of 10 pence each, carrying one vote each.
28. Any electronic address provided either in the notice of this meeting or any related documents (including the Form of Proxy) may not be used to communicate with the Company for any purposes other than those expressly stated.
29. In accordance with Section 311A of the Companies Act 2006, the contents of this notice of meeting, details of the total number of shares in respect of which members are entitled to exercise voting rights at this meeting and, if applicable, any members' statements, members' negotiations or members' matters of business received by notice after the date of this notice will be available on the Company's website at www.logica.com.
30. Copies of the Company's articles of association as proposed to be amended by the resolution set out in the notice of this meeting are available for inspection at the offices of the Company during normal business hours on a weekday until the opening of business on the day on which the meeting is held and will also be available for inspection at the place of the meeting for at least fifteen minutes before and during the meeting.

APPENDIX I

INTERIM MANAGEMENT STATEMENT PUBLISHED ON 11 MAY 2012

Logica reiterates full year guidance with its first quarter results

At its Annual General Meeting being held today, Logica will comment on trading for the first quarter of 2012. The following is the interim management statement based on unaudited results for the three months ended 31 March 2012.

Headlines¹

- New orders totalling £1,057 million, 23% of 2011 record order book of £4.6 billion
- Revenue stable at 2011 level
- Good progress on delivering our 2012 objectives
- Restructuring programme fully on track
- Full year guidance remains unchanged

¹ Unless otherwise stated, all headline numbers relate to pro forma numbers as defined in the notes at the end of this Appendix I.

£m	Three months to March			Three months to March	
	2012	2011 Pro forma	Change	2011 Actual	Change
Orders	1,057	1,393	(24)%	1,399	(24)%
Revenue	971	974	0%	978	(1)%
Outsourcing backlog	2,513	2,623	(4)%	2,615	(4)%
Consulting and Professional Services book to bill (%)	108	114	n.a.	114	n.a.

Commenting on today's announcement, Andy Green, CEO, said:

"This is a solid performance underpinning our full year guidance. We have made good progress with clients in delivering against current contracts as well as winning and implementing new business. Our restructuring actions are fully on track and will help drive improvement in profitability in the second half."

Outlook

Our full year revenue and margin guidance remains unchanged despite our expectation of a subdued second quarter given the impact of elections in several countries and a cautious economic outlook for our main markets. Full year revenue growth is expected to be in the range of -2% to +2% and we expect our full year 2012 operating margin to be above 6.5% even in tough market conditions.*

We have made good progress with our restructuring programmes in the Benelux, Sweden and Infrastructure Management (IM). We continue to expect to see the savings of £25 to £35 million coming through, largely in the second half of the year.

We expect to deliver against our key 2012 objectives. Our Benelux business will return to profit in 2012; our Swedish business will deliver an improved margin and our IM business will be strongly competitive going forward.

Net debt/EBITDA at the end of 2012 is expected to be around 1.0x, after the expected cash impact of the restructuring of between £60 to £70 million (the bulk of which will be in the first half).

Progress on execution and control

Our continued focus on strengthening delivery assurance and our contract accounting Centre of Excellence are aimed at ensuring that we implement projects successfully for our clients, resolve issues as they arise and take a prudent view on contracts, to allow us to deliver high quality earnings. We are making good progress in fully embedding the processes across the organisation.

* See the Logica Profit Forecast reports in Appendix II to this document.

Progress with clients

Our progress with clients continues to be based on delivering against current contracts as well as winning and implementing new business. We are seeing a wide spread of smaller and medium sized orders in the pipeline with good opportunities in the Public Sector and Transport, Trade and Industrial (TTI).

We continue to deliver well against longer term contracts like the Crown Prosecution Service where our work successfully implementing case management reached its tenth year. Q1 also marked the first anniversary of our major contracts with Shell and SOCA, with transition completed on both contracts.

Our new orders in the quarter totalled £1,057 million, against a record order book in the first quarter of last year (Q1 2011: £1,393 million) when we signed a number of long term Outsourcing contracts.

Progress on labour

The increase in employee numbers over the last twelve months to 41,267 (Q1 2011:39,864) was due to the addition of 1,200 through the Grupo Gesfor acquisition in May 2011.

Growth in headcount in our offshore centres over the last year was 24%, with approximately 7,300 in these centres at the end of March (Q1 2011: 5,900). We have now reached 1,000 employees in the Philippines, a 40% increase since the first quarter of 2011.

With attrition running at around 13% (Q1 2011:14%), we are continuing to recruit in areas of high demand across most of our markets.

The restructuring programme announced on 14 December 2011 is fully on track.

Service line performance

Outsourcing

<u>£m</u>	<u>Three months to March</u>		
	<u>2012</u>	<u>2011</u>	<u>Change</u>
Backlog at end of period	2,513	2,623	(4)%
Orders	448	749	(40)%
Revenue	407	409	0%
<u>Orders by type</u>	<u>2012</u>	<u>2011</u>	<u>Change</u>
Applications Management (AM)	186	302	(38)%
Infrastructure Management (IM)	212	267	(21)%
Business Process Outsourcing (BPO)	50	180	(72)%
<u>Revenue by type</u>	<u>2012</u>	<u>2011</u>	<u>Change</u>
Applications Management (AM)	196	211	(7)%
Infrastructure Management (IM)	166	155	7%
Business Process Outsourcing (BPO)	45	43	5%

Orders in the quarter were £448 million (Q1 2011: £749 million), reflecting the uneven nature of contract awards in this part of the business and the strong order performance in Q1 2011.

We signed a seven-year BPO contract for meter-2-cash and customer management services for Danish utility Tre-for. During the quarter we also signed new contracts with Energy and Utilities and Trade, Transport and Industrial clients in France. Since the end of the quarter we signed a five-year managed services contract with Queensland Rail worth AUD \$33 million (£21 million) to transition and manage the State-owned rail company's newly-established ICT infrastructure platform.

Revenue for the quarter was stable on 2011 at £407 million, as we have reached a steady state of delivery into a number of significant contracts in Northern and Central Europe and Sweden. In the first quarter of 2011 we also saw the implementation of various Applications Management contracts in France.

Consulting and Professional Services

<u>£m</u>	Three months to March		
	2012	2011	Change
Book to bill %	108	114	n.a.
Orders	609	644	(5)%
Revenue	564	565	0%

Book to bill remains strong at 108% (Q1 2011: 114%), with a good level of orders signed particularly in Northern and Central Europe. This was partially offset by weaker performances in the UK and Sweden.

Consulting and Professional Services revenue showed a resilient performance—flat at £564 million (Q1 2011: £565 million).

Segmental performance

France

<u>£m</u>	Three months to March		
	2012	2011	Change
Orders	240	222	8%
Consulting and Professional Services book to bill %	96	103	n.a.
Revenue	217	219	(1)%

Order intake for the first quarter was strong, up 8% on the first quarter of last year, with good performance in the Outsourcing business, particularly with our Trade, Transport and Industrial clients. During the quarter we also renewed a series of contracts with Energy and Utilities clients.

As anticipated, Consulting and Professional Services book to bill was below 2011 as a result of the uncertainty surrounding the French elections and slow decision making in Financial Services.

Revenue was down 1% to £217 million, as a result of lower utilisation than Q1 2011. This expected slowdown in activity was against a very strong start in 2011, when we implemented a number of important Applications Management contracts.

Northern and Central Europe

<u>£m</u>	Three months to March		
	2012	2011	Change
Orders	340	241	41%
Consulting and Professional Services book to bill %	162	132	n.a.
Revenue	210	206	2%

Order intake saw a 41% increase on the first quarter of last year, primarily driven by orders signed in Denmark and a number of small wins in Finland and Germany.

Consulting and Professional Services book to bill was very strong at 162%.

We signed contracts with Finnish energy and utilities providers Savon Voima and Tripower, using Microsoft Dynamics in order to increase the range of services available online and allowing their customers to react faster to changes in the energy market. In Germany we signed a four-year Applications Management contract with Barmer GEK, the largest statutory health insurer in the country for the development, test and support of their operational application systems.

Revenue for the quarter was up 2% to £210 million, with growth in Energy and Utilities and Financial Services offsetting a weaker performance in Transport, Trade and Industrial and Telecoms.

UK

<u>£m</u>	Three months to March		
	2012	2011	Change
Orders	101	515	(80)%
Consulting and Professional Services book to bill %	74	101	n.a.
Revenue	191	179	7%

Total orders in the first quarter were £101 million (2011 Q1: £515 million).

Total order intake and Consulting and Professional Services book to bill were down on a very strong first quarter in 2011, reflecting the uneven nature of contract awards in an Outsourcing-led business on the back of previously disclosed contracts with the Serious Organised Crime Agency (SOCA) and Shell. Excluding these orders, the underlying order performance was 5% down year on year.

Revenue was up 7% to £191 million with good performance in both Outsourcing and Consulting and Professional Services. System design and third party implementation work under our major contracts with Shell and SOCA, together with good growth in Energy and Utilities and the Public Sector drove the strong performance year on year.

Sweden

<u>£m</u>	Three months to March		
	2012	2011	Change
Orders	159	159	0%
Consulting and Professional Services book to bill %	68	127	n.a.
Revenue	154	155	(1)%

Order intake was £159 million, in line with the first quarter of last year. The increase of new Outsourcing orders signed was offset by a slow start to the year in Consulting and Professional Services.

Revenue was down 1% on 2011 at £154 million, with commercial sectors down 2% as a result of the weaker demand in Financial Services and Telecoms.

We have made good progress on implementing the restructuring programme. We continue to expect this to contribute to improved margin in Sweden.

Our expectation of second half growth is based on a solid longer term pipeline and backlog despite continued softness in shorter term work.

Benelux

<u>£m</u>	Three months to March		
	2012	2011	Change
Orders	113	169	(33)%
Consulting and Professional Services book to bill %	101	97	n.a.
Revenue	111	118	(6)%

New orders signed in the quarter totalled £113 million and included a new case management project with the European Patent Office and a new SEPA win with a large Dutch financial services client.

The 33% decrease in orders was against a strong first quarter of 2011 when we won an €80 million (£66 million) Outsourcing contract with an important Dutch client.

Revenue was down 6% to £111 million as a result of weakness in the Financial Services sector.

The restructuring programme is on track with the majority of exits expected in the second and third quarters of the year. We remain confident that this will result in a return to profitability in 2012.

International

<u>£m</u>	<u>Three months to March</u>		
	<u>2012</u>	<u>2011</u>	<u>Change</u>
Orders	104	87	20%
Consulting and Professional Services book to bill %	110	122	n.a.
Revenue	88	97	(9)%

We saw a strong start of the year in orders, up 20% on 2011 as a result of Outsourcing contract wins in our Australian business.

Revenue was down 9% against the first quarter of 2011. The phasing of new Australian contracts and the ramp down of growth in Brazil under a number of contracts slowed revenue in the quarter, despite good growth in North America.

Since the end of the quarter we also signed a five-year managed services contract with Queensland Rail worth AUD \$33 million (£21 million) to transition and manage the State-owned rail company's newly-established ICT infrastructure platform.

The new orders signed in the quarter will be significant contributors to returning the cluster back to revenue growth in the second half.

Financial position

Net debt/EBITDA at the end of 2012 is expected to be around 1.0x, after the expected cash impact of the restructuring of between £60 to £70 million (the bulk of which will be in the first half).

As disclosed in the 2011 Annual Report and Accounts, the Group received a €59 million VAT claim from French tax authorities in 2009. This claim related to the VAT treatment of goods exported from France during the years 2004 to 2006. The Administrative Court of Montreuil has now rendered an adverse ruling on the claim and Logica is required to make a cash payment of €59 million to the French tax authorities, which includes penalties and interest.

The Group continues to consider this claim without merit and is exercising its right to appeal, including challenging the demand for payment through the appropriate channels. This is likely to result in a protracted legal process.

Notes

Unless otherwise stated, the comparatives in this release relate to pro forma results for 2011 which:

- (a) retranslate prior period actual numbers at average 2012 exchange rates. This decreased 2011 revenue by GBP16 million; and
- (b) are adjusted to include the acquisition of Grupo Gesfor adding GBP12 million to 2011 revenue.

Exchange rates used are as follows:

	<u>Q1 2012</u>	<u>Q1 2011</u>
GBP1 / EUR	1.20	1.17
GBP1 / SEK	10.57	10.37
GBP1 / USD	1.60	1.61

APPENDIX II

LOGICA PROFIT FORECAST AND REPORTS

PART A: PROFIT FORECAST FOR LOGICA PLC FOR THE FINANCIAL YEAR ENDING 31 DECEMBER 2012

1. GENERAL

Logica made the following public announcement on 11 May 2012 within its first quarter earning release:

“Our full year revenue and margin guidance remains unchanged despite our expectation of a subdued second quarter given the impact of elections in several countries and a cautious economic outlook for our main markets. Full year revenue growth is expected to be in the range of -2% to +2% and we expect our full year 2012 operating margin to be above 6.5% even in tough market conditions.”

In the above statement, full year revenue growth relates to the anticipated revenue growth for the financial year ended 31 December 2012 compared with the reported revenue for the financial year ending 31 December 2011 reported in Logica’s 2011 Annual Report and Accounts adjusted for acquisitions (“pro-forma revenue”) and rebased to 2012 average exchange rates. Operating margin is defined as the operating margin adjusted for depreciation and amortisation of intangibles, exceptional items and for the effect of acquisitions and disposals.

The guidance given on 11 May 2012 set an expectation of an adjusted operating profit higher than £253 million based on a GBP/EUR exchange rate for 2011 of £1: €1.15. The actual profit in a situation where the minimum guidance of minus 2% revenue and margin of 6.5% was achieved will depend on the actual exchange rates. Assuming an average exchange rate of £1: €1.23, the expectation of full year operating profit, before exceptional items, would be higher than £242 million.

The above statement “*the expectation of full year operating profit, before exceptional items, would be higher than £242 million*,”* for the financial year ending 31 December 2012 constitutes a profit forecast for the purposes of the Code. The Logica Directors have considered and reconfirm the Logica Profit Forecast.

2. BASIS OF PREPARATION

The Logica Profit Forecast has been prepared on a basis consistent with the accounting policies for Logica, which are in accordance with IFRS and those which Logica anticipates will be applicable for the full year ending 31 December 2012.

The Logica Directors have prepared the Logica Profit Forecast based on the unaudited management accounts for the 4 month period from 1 January 2012 to 30 April 2012 and a forecast of the results for the 8 month period ending 31 December 2012.

3. ASSUMPTIONS

The Logica Directors have prepared the Logica Profit Forecast on the basis of the following assumptions:

3.1 Factors outside the influence or control of Logica Directors

- There will be no material change to existing prevailing global, and in particular European, macroeconomic and political conditions during the year ending 31 December 2012.
- There will be no material changes in market conditions within the European IT services industry over the 8 month forecast period to 31 December 2012 in relation to either customer demand or competitive environment.
- The announcement of the proposed acquisition of Logica by CGI will not result in any material changes to Logica’s obligations to clients, its ability to negotiate new business, resolve contract disputes or to the retention of key management.
- The Euro and Rupee exchange rates, and inflation and tax rates in Logica’s principal markets will remain materially unchanged from the prevailing rates.
- There will be no material change in Logica’s labour costs, including medical and pension and other post-retirement benefits driven by external parties or regulations.

- There will be no material adverse events that will have a significant impact on Logica's financial performance.
- There will be no material change in legislation or regulatory requirements impacting on Logica's operations or its accounting policies.

3.2 Factors within the influence or control of the Logica Directors

- Current contract negotiations with a number of clients will conclude materially as the Logica Directors would reasonably expect based on Logica's past experience.
- No material new client contract issues will arise beyond those that are already known to the Logica Directors at the current time and built into the forecasts.
- The Logica Profit Forecast excludes any exceptional transaction and transition costs associated with the proposed acquisition of Logica by CGI.
- There will be no material acquisitions or disposals of businesses during the financial year ending 31 December 2012.
- There will be no material change in the present management or control of Logica or its existing operational strategy.

The Logica Directors who are solely responsible for the Logica Profit Forecast have received the following letters from PricewaterhouseCoopers, Rothschild, Deutsche Bank and Bank of America Merrill Lynch relating to the Logica Profit Forecast.

PART B: PWC LETTER

The Directors
Logica plc
250 Brook Drive
Green Park
Reading, RG2 6UA

N M Rothschild & Sons Limited
New Court
St Swithin's Lane
London
EC4N 8AL

Merrill Lynch International
2 King Edward Street
London
EC1A 1HQ

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London
EC2N 2DB

31 May 2012

Dear Sirs

Logica plc

We report on the profit forecast comprising the statement by Logica plc (the “**Company**”) and its subsidiaries (together the “**Group**”) for the year ending 31 December 2012: “the expectation of full year operating profit, before exceptional items, would be higher than £242 million.” (the “**Profit Forecast**”). The Profit Forecast and the material assumptions upon which it is based, are set out in Part A of Appendix V of the joint announcement issued by the Company and CGI Holdings Europe Limited (a wholly owned subsidiary of CGI Group Inc.) (“**CGI**”) under Rule 2.7 of the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers (the “**City Code**”) dated 31 May 2012 (the “**Rule 2.7 Announcement**”).

This report is required by Rule 28.3(b) of the City Code and is given for the purpose of complying with that rule and for no other purpose. Accordingly, we assume no responsibility in respect of this report to CGI or any other person connected to, or acting in concert with, CGI or to any other person who is seeking or may in future seek to acquire control of the Company (an “**Alternative Offeror**”) or to any other person connected to or acting in concert with an Alternative Offeror.

Responsibilities

It is the responsibility of the directors of the Company (the “**Directors**”) to prepare the Profit Forecast in accordance with the requirements of the City Code.

It is our responsibility to form an opinion as required by Rule 28.3(b) of the City Code as to the proper compilation of the Profit Forecast and to report that opinion to you.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and to the shareholders of the Company and for any responsibility arising under Rule 28.3(b) of the City Code to any person as and to the extent therein provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Rule 28.4 of the City Code, consenting to its inclusion in the Rule 2.7 Announcement.

Basis of Preparation of the Profit Forecast

The Profit Forecast has been prepared on the basis stated in Part A of Appendix V of the Rule 2.7 Announcement and is based on the unaudited management accounts for the four months ended 30 April 2012 and a forecast to 31 December 2012. The Profit Forecast is required to be presented on a basis consistent with the accounting policies of the Group.

Basis of Opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom. Our work included evaluating the basis on which the historical financial information included in the Profit Forecast has been prepared and considering whether the Profit Forecast has been accurately computed based upon the disclosed assumptions and the accounting policies of the Group. Whilst the assumptions upon which the Profit Forecast are based are solely the responsibility of the Directors, we considered whether anything came to our attention to indicate that any of the assumptions adopted by the Directors which, in our opinion, are necessary for a proper understanding of the Profit Forecast have not been disclosed or if any material assumption made by the Directors appears to us to be unrealistic.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Profit Forecast has been properly compiled on the basis stated.

Since the Profit Forecast and the assumptions on which it is based relate to the future and may therefore be affected by unforeseen events, we can express no opinion as to whether the actual results reported will correspond to those shown in the Profit Forecast and differences may be material.

Opinion

In our opinion, the Profit Forecast has been properly compiled on the basis of the assumptions made by the Directors and the basis of accounting used is consistent with the accounting policies of the Group.

Yours faithfully

PricewaterhouseCoopers LLP

Chartered Accountants

PART C: RULE 3 FINANCIAL ADVISERS' LETTER

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ

Deutsche Bank AG, London
Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

N M Rothschild & Sons Limited
New Court,
St Swithin's Lane,
London EC4N 8AL

Authorised and regulated by the
Financial Services Authority

Authorised under German Banking
Law (competent authority:
BaFin—Federal Financial
Supervisory Authority) and
authorised and subject to limited
regulation by the UK
Financial Services Authority

Authorised and regulated by the
Financial Services Authority

To:
The Board of Directors
Logica plc
250 Brook Drive
Green Park
Reading, RG2 6UA

31 May 2012

Dear Sirs

REPORT ON THE PROFIT FORECAST OF LOGICA PLC (THE "COMPANY")

We refer to the profit forecast made by the Company, being the statement made by the Company that the expectation of full year operating profit, before exceptional items, would be higher than £242m (the "Profit Forecast").

We have discussed the Profit Forecast and the bases and assumptions on which it is made with you and with PricewaterhouseCoopers LLP, the Company's reporting accountants. We have also discussed the accounting policies and bases of calculation for the Profit Forecast with you and with PricewaterhouseCoopers LLP. We have also considered the letter dated the same date as above from PricewaterhouseCoopers LLP addressed to you and to us on these matters. We have relied upon the accuracy and completeness of all the financial and other information discussed with us and have assumed such accuracy and completeness for the purposes of providing this letter. You have confirmed to us that all information relevant to the Profit Forecast has been disclosed to us.

On the basis of the foregoing, we consider that the Profit Forecast, for which you, as directors of the Company are solely responsible, has been made with due care and consideration.

This letter is provided to you solely in connection with Rule 28.3(b) and Rule 28.4 of the City Code on Takeovers and Mergers and for no other purpose. No person other than the directors of the Company can rely on the contents of this letter and to the fullest extent permitted by law, we exclude all liability to any other person other than to you, the directors of the Company, in respect of this letter or the work undertaken in connection with this letter.

We have given and have not withdrawn our respective consents to the publication of this letter accompanying the Profit Forecast.

Yours faithfully,

Merrill Lynch International

**Deutsche Bank AG, London
Branch**

**N M Rothschild & Sons
Limited**

