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THIS AGREEMENT is made on the 15th day of January 2009

BETWEEN

- (1) **STERIA SERVICES LIMITED** a company incorporated in England and Wales (under registration number 02706218), the registered office of which is at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH (the "**Seller**"); and
- (2) **STERIA LIMITED** a company incorporated in England & Wales (under registration number 04077975), the registered office of which is at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH (the "**Purchaser**").

RECITALS

- (A) The Seller and the Purchaser are both part of the "Steria" group of companies and are indirect subsidiaries of Groupe Steria SCA.
- (B) Druid Group Limited, a company incorporated in England & Wales (under registration number 02866502) ("**DGL**") and Steria Holdings Limited, a company incorporated in England & Wales under registration number 04266118 ("**SHL**") are also both part of the "Steria" group of companies and are indirect subsidiaries of Groupe Steria SCA.
- (C) Pursuant to a share purchase agreement dated on or around the date of this Agreement, SHL agreed to sell and DGL agreed to purchase the entire issued share capital of the Seller.
- (D) Pursuant to a further share purchase agreement dated on or around the date of this Agreement, DGL agreed to sell and the Seller agreed to purchase 22,000,501 shares of £1.00 each in the share capital of the Purchaser.
- (E) Following completion of the sale and purchase of shares referred to in Recitals (C) and (D) and subject to entry of the name of the Seller in the register of members of the Purchaser as the holder of such shares, the Purchaser will be a wholly owned subsidiary of the Seller.
- (F) The Seller carries on the Business (as defined below) and wishes to sell to the Purchaser, and the Purchaser wishes to purchase, the goodwill and the assets of the Business on the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

1. Interpretation

In this Agreement, unless the context requires otherwise, the following words shall have the following meanings:

"**Assets**" means all the assets and rights of the Seller used in relation to the Business as at the Completion Date, including without limitation, the Contracts, the Goodwill, the Domain Names, the Intellectual Property Rights and the Properties other than

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those assets or rights of the Seller which are excluded from the sale pursuant to Clause 2.2;

"Business" means the business of information technology and business process outsourcing services carried on by the Seller at the Completion Date;

"Business Day" means any day which is not a Saturday, a Sunday or a bank or public holiday in England and Wales;

"Completion" means completion of the sale and purchase of the Business and the Assets in accordance with this Agreement;

"Completion Date" means the date on which Completion takes place;

"Consideration" has the meaning set out in Clause 6.1;

"Consideration Shares" has the meaning set out in Clause 6.2;

"Contracts" means all contracts and engagements entered into or orders made before the Completion Date by or on behalf of the Seller with third parties in connection with the Business which remain (in whole or in part) to be performed at the Completion Date including without limitation all orders and contracts for the manufacture, sale or purchase of goods or provision or supply of services or for the hire purchase, credit sale, leasing or license of goods or services, or the licensing of intellectual property rights;

"Domain Names" means all domain names owned by the Seller in connection with the Business;

"Employees" means those persons who are employed in the Business at the Completion Date;

"Goodwill" means the goodwill of the Business together with the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Seller;

"Intellectual Property Rights" means the following rights of the Seller used in relation to the Business: (i) patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights;

"Pension Schemes" means the pension schemes known as "The Steria Retirement Plan", "The Steria Management Plan" and "The Steria Electricity Supply Pension Scheme";

"Properties" means the leasehold land and buildings specified in the Schedule (together with the relative fixtures and fittings);

"Transfer Date" means 1 January 2009;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

"VAT" means Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function.

- 1.1 References to clauses, sub-clauses and Schedules are references to clauses and sub-clauses of and Schedules to this Agreement.
- 1.2 The Schedule forms part of and is incorporated in this Agreement.
- 1.3 Headings are included for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.4 References to a person include an individual, firm, company, corporation, unincorporated body, body corporate or any agency of the above.

2. Sale and Purchase

- 2.1 The Seller shall as at and from the Transfer Date sell, with full title guarantee, and the Purchaser shall purchase as a going concern free from all claims, liens, equities, charges and encumbrances, all the Assets upon and subject to the terms and conditions of this Agreement.
- 2.2 Nothing in this Agreement shall operate to transfer:
 - 2.2.1 the benefit of this Agreement;
 - 2.2.2 any shares in the share capital of the Purchaser held by the Seller.

3. Assumption of liabilities by the Purchaser

The Purchaser shall discharge all debts, liabilities and obligations in connection with the Business whether arising before or after the Completion Date and shall indemnify the Seller against all costs, claims, demands and liabilities in respect of those obligations.

4. Contracts

- 4.1 As part of the consideration for the sale and purchase of the Assets the Purchase shall accept assignments from the Seller of, or join with the Seller in procuring a novation, of the Contracts to the extent that such assignment or novation is permissible. Nothing in this Agreement shall operate or be deemed to operate as such an assignment as would or might give rise to any termination or forfeiture of any benefit, right or interest of any person in any of the Contracts.
- 4.2 The Purchaser shall carry out, perform and complete all the obligations and liabilities created by, or arising under, the Contracts and shall keep the Seller indemnified against all such obligations and liabilities and against all actions, proceedings, costs, damages, claims and demands in respect of them.

4.3 Insofar as the benefit or burden of the Contracts cannot effectively be assigned to the Purchaser except by an agreement or novation with, or consent to the assignment from, the person, firm or company concerned:

- (a) the Seller and the Purchaser shall each, at the Purchaser's request, use their respective best endeavours to procure such novation or assignment;
- (b) unless and until the Contracts, shall be novated or assigned the Seller shall hold the same in trust for the Purchaser absolutely and the Purchaser shall (if such sub-contracting is permissible and lawful under the Contract), as the Seller's sub-contractor, perform all the obligations of the Seller; and
- (c) unless and until any such Contracts shall be novated or assigned, the Seller will (so far as it lawfully may) give all assistance in the power of the Seller to the Purchaser to enable the Purchaser to enforce its rights under such Contracts and, without prejudice to the generality of the foregoing, will provide access to all such relevant books, documents and other information as the Purchaser may require from time to time and afford the Purchaser the opportunity to take copies or extracts.

5. **Warranties**

The Purchaser shall without investigation, objection or requisition accept such title as the Seller has to the Assets.

6. **Consideration**

- 6.1 The consideration for the sale and purchase of the Assets shall be £290,000,000 (the "**Consideration**").
- 6.2 The consideration for the sale of the Assets shall be satisfied by the issue by the Purchaser to the Seller, credited as fully paid, of 26,149,684 ordinary shares of £1.00 each in the share capital of the Purchaser (the "**Consideration Shares**").

7. **Completion**

- 7.1 Completion shall take place at Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH on 15 January 2009.
- 7.2 On Completion the Seller shall:
 - (a) cease to carry on the Business;
 - (b) so far as possible make and give physical delivery and possession of the Properties and the other Assets; and
 - (c) deliver to the Purchaser such conveyances, transfers, assignments and novations together with the requisite notices, licences, documents of title and relevant third party consents as may be necessary to vest in the Purchaser title to all those Assets which are not transferable by delivery and which will

permit the Purchaser to enter into and take possession of the Business and Assets, including without limitation:

- (i) duly executed conveyances, assignments, licences and other documents in the agreed form necessary to vest title in the Properties in, or transfer the Properties to, the Purchaser;
- (ii) duly executed agreements in the agreed form for the assignment or novation of the benefit of the Contracts to the Purchaser and all requisite notices, consents and licences;
- (iii) all such third party consents as the Purchaser may require to vest in the Purchaser the full benefit of the Assets;
- (iv) all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to the Assets;
- (v) the title deeds relating to the Properties and all invoices, policies, premiums, receipts, maintenance contracts, health and safety files and other accounts relating to the Properties; and
- (vi) all documents of title, certificates, deeds, licences, agreements and other documents relating to the Intellectual Property Rights.

7.3 At Completion the Purchaser shall procure that the Consideration Shares shall be issued and allotted to the Seller and, subject to completion of the matters set out in Clause 7.2, shall deliver to the Seller a share certificate for the Consideration Shares.

7.4 To the extent that the Purchaser shall on Completion and from time to time after Completion reasonably require, the Seller shall execute and do or procure to be executed and done all such acts, assurances and things for vesting the Properties and the other Assets in the Purchaser and for giving to the Purchaser the full benefit of this Agreement.

8. Assets incapable of Transfer

8.1 If the Seller having used its best endeavours so to do cannot for any reason transfer to the Purchaser at Completion full right and title to and enjoyment of any of the Assets the Seller shall, until the title to such Asset has finally and effectively vested in the Purchaser, hold the same upon trust for and for the benefit of the Purchaser absolutely and until such time shall (so far as it lawfully may) act under the direction of the Purchaser as its agent in all matters which it is authorised so to do by the Purchaser.

8.2 In the event of any necessary consent or sanction of any third party to the transfer of any of the Assets being refused or not having been obtained within 36 months of the Completion Date then this Agreement shall be null and void insofar as it relates to any such item which shall be deemed to have been excluded from the sale and purchase under this Agreement and the Consideration shall (save in the case of Assets which are not, either individually or collectively, material to the viability of the Business as a going concern) be adjusted in such manner as is equitable.

9. Employees

9.1 The Purchaser and the Seller acknowledge that:

- (a) the transfer of the Business pursuant to this Agreement constitutes a relevant transfer of the whole of the undertaking of the Seller for the purposes of TUPE; and
- (b) the Employees will become employees of the Purchaser as at and from the Completion Date.

9.2 The Seller shall indemnify the Purchaser in respect of all or any redundancy payments, compensation (including compensation for unfair dismissal), salaries, wages, remuneration, damages, claims, costs, losses, liabilities and expenses of whatsoever nature which may be incurred by the Purchaser directly or indirectly as a result of:

- (a) the transfer from the Seller to the Purchaser of the Employees;
- (b) the transfer from the Seller to the Purchaser of the rights, powers, duties and liabilities of the Seller under or in connection with any contract of employment with any of the Employees; and/or
- (c) anything done before the Completion Date by or in relation to the Seller in respect of the Employees or any of their contracts of employment or anything being deemed to have been done by or in relation to the Purchaser by virtue of TUPE.

9.3 The Purchaser shall indemnify the Seller in respect of all salaries, wages, remuneration and other costs, claims, expenses and liabilities arising in respect of the Employees in the period commencing on and from the Completion Date.

9.4 Not later than five Business Days after Completion, the Purchaser and the Seller shall send to each of the Employees a letter explaining that their employment has been transferred to the Purchaser pursuant to TUPE.

10. Pension Schemes

On Completion the Purchaser and the Seller shall, in relation to each of the Pension Schemes, execute a deed so that the Purchaser is substituted for the Seller as "Principal Employer" of each Pension Scheme. The Purchaser and the Seller shall use their respective best endeavours to cause the trustee of each Pension Scheme to execute the deed relating to the Pension Scheme of which it is trustee.

11. Retention of Records

11.1 The Purchaser will for the maximum period required by law from the Completion Date keep safely and in reasonable condition all such books, records and documents and other things relating to the Business as the Seller shall transfer or cause to be transferred to it and shall afford the Seller reasonable access to such books and records for so long as shall be necessary to enable the Seller to deal with its taxation

(including VAT) liability in respect of the period up to the Completion Date and will permit the Seller and its servants, agents and professional advisers to have access to and to take copies of such records for such purpose.

- 11.2 The Seller will for the maximum period required by law from the Completion Date keep safely and in reasonable condition any books, records and documents and other things retained by it relating to the Business and shall afford the Purchaser reasonable access to such books and records for so long as shall be necessary to enable the Purchaser properly to carry on the Business and will permit the Purchaser and its servants, agents and professional advisers to have access to and to take copies of such records for such purpose.

12. General

- 12.1 This Agreement shall be binding upon and enure for the benefit of the successors of the parties but shall not be assignable.
- 12.2 The Seller and the Purchaser intend that article 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the sale of the Assets under this Agreement, so that the sale is treated as neither a supply of goods nor a supply of services. If nevertheless any VAT is chargeable on any supply by the Seller under this Agreement, the Purchaser shall pay it the amount of that VAT and the Seller shall issue to the Purchaser a proper tax invoice in respect of that VAT together with a copy of confirmation from HM Revenue & Customs that VAT is payable.
- 12.3 This Agreement shall remain in force and effect after Completion in respect of any matters, covenants or conditions which shall not have been done, observed or performed prior to Completion, and all obligations of the parties shall (except for any obligations fully performed on Completion) continue in full force and effect.
- 12.4 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, except to the extent expressly set out in this Agreement.
- 12.5 This Agreement shall be governed by and construed in accordance with English law and each of the parties hereby submits to the exclusive jurisdiction of the English courts.


IN WITNESS of which the parties or their authorised representatives have executed this Agreement the day and year written above.

SCHEDULE

The Properties

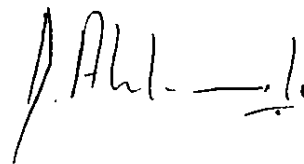
1. Fourth Floor (rear) Grosvenor House, 112-114 Prince of Wales Drive, Norwich.
2. First Floor Computer House, Great West Road, Brentford.
3. First Floor, 101 Dalton Avenue, Birchwood Park, Warrington.
4. First Floor, Workhotel, Maxted Road, Hemel Hempstead.
5. 9 Brampton Road, Bexleyheath.
6. Block 1 Maxted Road, Hemel Hempstead.
7. Ground floor offices at "Wings House", Tewin Road and Bridge Road, Welwyn Garden City, Hertfordshire

SIGNED by
STERIA SERVICES LIMITED
acting by:

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Director

SIGNED by
STERIA LIMITED
acting by:

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Director