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Company Workplace Systems International PLC
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FOR IMMEDIATE RELEASE

9 December 2011

Recommended Cash Offer

by

Wasp Management Software Limited

For

WorkPlace Systems International plc

The board of directors of Wasp Management Software Limited ("NewCo"), a Company backed by Lloyds TSB Development Capital Limited ("LDC") and the Management Team, and the Independent Directors of WorkPlace Systems International plc ("WorkPlace" or the "Company") are pleased to announce that they have reached agreement on the terms of a recommended cash offer to be made by NewCo for the entire issued and to be issued share capital of WorkPlace, excluding the Roll-over Shares which NewCo has separately contracted to acquire from the Management Team (the "Offer").

The board of directors of NewCo comprises the following existing WorkPlace Directors: Bernard Quinn (Chief Executive), Paul Wright (Chief Finance Officer), Alex Davis (Chief Technology Officer) and Anthony Knight (Client Services Director), and Daniel Sasaki and Kunal Dasgupta of LDC.

The Independent Directors of WorkPlace are Ian Lenagan and John Herring.

Summary

- **The Offer will be made at a price of 25 pence in cash for each Offer Share.**
- **The Offer values WorkPlace's entire issued and to be issued ordinary share capital at approximately £41.0 million and represents:**
 - **a premium of approximately 81.8 per cent. to the Closing Price of 13.75 pence per Offer Share on 8 December 2011, being the last Business Day prior to the commencement of the Offer Period; and**
 - **a premium of approximately 79.3 per cent. to the average Closing Price of 13.94 pence per Offer Share over the twelve month period to 8 December 2011, being the last Business Day prior to the commencement of the Offer Period.**
- **The Independent Directors, who have been so advised by Mazars, consider the terms of the Offer to be fair and reasonable. In providing advice to the Independent Directors in relation to the Offer, Mazars has taken into account the commercial assessments of the Independent Directors. Accordingly, the Independent Directors unanimously recommend that WorkPlace Shareholders accept the Offer.**
- **The Independent Directors and the Continuing Directors have irrevocably undertaken to accept the Offer in respect of a total of 72,905,929 Offer Shares (which includes 1,250,000 Offer Shares to be issued pursuant to the exercise of WorkPlace Options), representing approximately 45.7 per cent. of the Offer Shares and to vote in favour of the Ordinary Resolution in respect of a total of 71,655,929 Eligible Voting Shares, representing approximately 49.4 per cent. of the Eligible Voting Shares.**
- **Certain institutional and individual Independent WorkPlace Shareholders have also entered into irrevocable undertakings to accept the Offer and vote in favour of the Ordinary Resolution in respect of, in aggregate, 15,566,175 Offer Shares, representing approximately 9.8 per cent. of the Offer Shares and approximately 10.7 per cent. of the Eligible Voting Shares.**
- **The Management Team has irrevocably undertaken to accept the Offer (or procure that the registered**

holder of any shares in which they hold an interest accepts the Offer) in respect of 10,643,914 Offer Shares, representing 6.7 per cent. of the Offer Shares.

- NewCo has also received letters of intent from other institutional WorkPlace Shareholders to accept the Offer and vote in favour of the Ordinary Resolution in respect of, in aggregate, 28,392,243 Offer Shares, representing approximately 17.8 per cent. of the Offer Shares and approximately 19.6 per cent. of the Eligible Voting Shares.
- Accordingly, NewCo has received, in aggregate, letters of intent or irrevocable undertakings to accept the Offer in respect of a total of:
 - (a) 127,508,261 Offer Shares, representing approximately 80.0 per cent. of the Offer Shares; and
 - (b) 115,614,347 Eligible Voting Shares to vote in favour of the Ordinary Resolution, representing approximately 79.7 per cent. of the Eligible Voting Shares.
- NewCo believes that the ongoing participation by the Management Team in the continued growth of WorkPlace is fundamental, in light of their knowledge of the Company's software, services, customers and the markets in which WorkPlace operates. As a consequence, the Management Offers, which are described in more detail in the body of this announcement, have been agreed between NewCo and the Management Team.
 - The Management Team will accept the Offer in respect of their Management Offer Shares in accordance with the irrevocable undertakings given by the Management Team as described in more detail in the body of this announcement. NewCo will acquire the Roll-over Shares from the Management Team in exchange for NewCo Loan Notes and NewCo Ordinary Shares, pursuant to the terms of the Share Exchange Deed, at the date that the Offer becomes, or is declared, unconditional in all respects. Anthony Knight has agreed to subscribe for certain NewCo Loan Notes pursuant to the Subscription and Shareholders Agreement at the date that the Offer becomes, or is declared, unconditional in all respects.
 - In relation to the Management Offers, the Panel has agreed, subject to the requisite Ordinary Resolution being passed on a poll of Independent WorkPlace Shareholders at the General Meeting to be held on 28 December 2011, to allow the Management Offers to be made on the terms and subject to the conditions of the Share Exchange Deed and the Subscription and Shareholders Agreement notwithstanding the fact that the opportunity to participate in such arrangements is not being extended to all WorkPlace Shareholders. Accordingly, a notice convening the General Meeting for 11.00a.m. on 28 December 2011 will be sent to WorkPlace Shareholders at which the Ordinary Resolution to approve the Management Offers, pursuant to the Code, will be proposed. In accordance with the requirements of the Code, only the Independent WorkPlace Shareholders will be permitted to vote on the Ordinary Resolution, which will be taken on a poll. The Offer is conditional, *inter alia*, upon the passing of the Ordinary Resolution.
- The Offer will be conditional, *inter alia*, on acceptances being received which will result in NewCo holding more than 90 per cent. (or such lower percentage above 50 per cent. as NewCo may in its absolute discretion decide) of the Offer Shares.
- If NewCo receives acceptances under the Offer in respect of, or otherwise acquires, 90 per cent. or more of the Offer Shares, NewCo will exercise its rights pursuant to sections 974 to 991 of the Companies Act 2006 to acquire compulsorily the remaining Offer Shares in respect of which the Offer has not been accepted following the Offer becoming or being declared unconditional in all respects. It is also intended that, following the Offer becoming or being declared unconditional in all respects and subject to any applicable regulatory requirements, NewCo will procure that WorkPlace applies to the London Stock Exchange for the cancellation of trading in WorkPlace's Shares on AIM. De-listing would significantly reduce the liquidity and marketability of any Offer Shares not acquired by NewCo.
- Mazars has advised the Independent Directors that the terms of the Management Offers are fair and reasonable in so far as Independent WorkPlace Shareholders are concerned.

Commenting on the Offer, Daniel Sasaki (on behalf of NewCo) said:

"LDC has an outstanding investment track record in enterprise software, including successful exits like Iris and SSP, and promising current portfolio companies such as Avelo, BigHand and OnApp. LDC believes the enterprise software sector has strong growth prospects, especially as software provision moves increasingly to delivery over the internet through software-as-a-service offerings. This is one of the reasons we announced earlier this year a commitment to invest £200m in the technology, telecoms and media sector over the next two years.

We are excited about the opportunity to back a sales-led and experienced management team whom we believe can drive significant growth when released from the confines of the public markets. In return, LDC has the resources, skills and track record to help management accelerate the development of their business."

Commenting on the Offer, Ian Lenagan (Chairman of WorkPlace) said:

"After 25 years as Chairman, I am delighted that this management buyout, backed by Lloyds Development Capital, represents an attractive offer for shareholders and protects employees and customers whilst allowing WorkPlace to move to its next stage of development."

This summary should be read in conjunction with, and is subject to, the full text of this announcement (including the Appendices). The Offer will be subject to the Conditions and further terms set out in Appendix I to this announcement and the additional terms to be set out in the Offer documentation when issued. Appendix II contains the sources and bases of certain information used in this summary and in the following announcement. Appendix III contains definitions of certain terms used in this announcement.

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This announcement does not constitute or form part of any offer or invitation to sell or purchase any securities or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, pursuant to the Offer or otherwise. The Offer will be made solely by the Offer Document which will contain the full terms and conditions of the Offer, including details of how the Offer may be accepted.

Fairfax I.S. PLC, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting only for each of NewCo and the Management Team and no one else in connection with the Offer and will not be responsible to anyone other than NewCo and the Management Team for providing the protections afforded to clients of Fairfax I.S. PLC or for providing advice in relation to the Offer, the contents of this announcement or any other matters referred to in this announcement.

Torch Partners Corporate Finance Limited, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting only for each of NewCo and LDC and no one else in connection with the Offer and will not be responsible to anyone other than NewCo and LDC for providing the protections afforded to clients of Torch Partners Corporate Finance Limited or for providing advice in relation to the Offer, the contents of this announcement or any other matters referred to in this announcement.

Mazars Corporate Finance Limited, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting only for WorkPlace and no one else in connection with the Offer and will not be responsible to anyone other than WorkPlace for providing the protections afforded to clients of Mazars Corporate Finance Limited or for providing advice in relation to the Offer, the contents of this announcement or any other matters referred to in this announcement.

The distribution of this announcement in jurisdictions outside the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this announcement comes should inform themselves about and observe any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by NewCo and permitted by applicable law and regulation, subject to certain exemptions, the Offer is not being, and will not be, made, directly or indirectly, in or into and will not be capable of acceptance from or within a Restricted Jurisdiction. Accordingly, unless otherwise determined by NewCo, copies of this announcement and any other documentation relating to the Offer are not being and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction and persons receiving this announcement and any other documentation relating to the Offer (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may be a breach of applicable law and regulation in that jurisdiction and may invalidate any purported acceptance of the Offer. The availability of the Offer to persons who are not resident in the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves about and observe any applicable legal or regulatory requirements of their jurisdiction.

Any person (including nominees, trustees and custodians) who would, or otherwise intends to, or may have a legal or contractual obligation to, forward this announcement and/or any documentation relating to the Offer to any jurisdiction outside the United Kingdom, should inform themselves of, and observe, any applicable legal or regulatory requirements of any relevant jurisdiction and seek appropriate advice.

This announcement has been prepared for the purposes of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws and regulations of any jurisdiction outside of England.

FORWARD-LOOKING STATEMENTS

This announcement includes certain "forward-looking" statements with respect to the financial condition, results of operations and business of WorkPlace and/or NewCo and certain plans and objectives of the board of directors of WorkPlace, and NewCo with respect thereto. The forward-looking statements contained herein may include statements about the expected effects on NewCo or WorkPlace of the Offer, the expected timing and scope of the Offer, anticipated earnings enhancements, other strategic options and all other statements in this announcement other than historical facts. Forward-looking statements include, without limitation, statements typically containing words such as "intends",

"expects", "anticipates", "targets", "estimates" and words of similar import. These statements are based on assumptions and assessments made by the boards of directors of WorkPlace and NewCo in the light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe appropriate. They have not been reviewed by the auditors of WorkPlace or NewCo. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements.

All subsequent oral or written forward-looking statements attributable to WorkPlace or NewCo 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. All forward-looking statements included in this announcement are based on information available to WorkPlace and NewCo on the date of this announcement and are made only as of the date of this announcement. Undue reliance should not be placed on such forward-looking statements.

Subject to compliance with the Code and other legal and regulatory requirements, neither WorkPlace nor NewCo intend, or undertake any obligation, to update any information contained in this announcement.

DEALING DISCLOSURE REQUIREMENTS

Under Rule 8.3(a) of the Code, any person who is interested in one 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) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (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 one 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. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (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.

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 Takeover 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. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Information relating to WorkPlace Shareholders

Addresses, electronic addresses and certain information provided by WorkPlace Shareholders, persons with information rights and other relevant persons for the receipt of communications from WorkPlace may be provided to NewCo during the offer period as requested under Section 4 of Appendix 4 of the Code.

Publication on website and availability of hard copies

A copy of this announcement will be made available free of charge, at www.workplacesystems.com and www.waspbidco.com by no later than 12 noon on 12 December 2011 and will be available during the course of the Offer. You may request a hard copy of this announcement, free of charge, by contacting Paul Wright, the Chief Finance Officer of WorkPlace, on 01908 251 300 or Jenny Stephenson of CMS Cameron McKenna LLP on +44(0) 207 367 3000. It is important that you note that unless you make such a request, a hard copy of this announcement and any information incorporated by reference in it will not be sent to you. You may also request that all future documents, announcements and information sent to you in relation to the Offer should be in hard copy form. For the avoidance of doubt, the content of the websites referred to above is not incorporated into and does not form part of this announcement.

Rule 2.10 Disclosure

In accordance with Rule 2.10 of the Code, WorkPlace confirms that there are 148,225,909 WorkPlace Shares in issue and admitted to trading on AIM under ISIN Code 009250845.

ALL REFERENCES TO TIME IN THIS ANNOUNCEMENT ARE TO LONDON TIME

Recommended Cash Offer

by

Wasp Management Software Limited

For

WorkPlace Systems International plc

1. Introduction

The board of directors of Wasp Management Software Limited ("NewCo"), a Company backed by Lloyds TSB Development Capital Limited ("LDC") and the Management Team, and the Independent Directors of WorkPlace Systems International plc ("WorkPlace" or the "Company") are pleased to announce that they have reached agreement on the terms of a recommended cash offer to be made by NewCo for the entire issued and to be issued share capital of WorkPlace, excluding the Roll-over Shares which NewCo has separately contracted to acquire from the Management Team (the "Offer").

The board of directors of NewCo comprises the following existing WorkPlace Directors: Bernard Quinn (Chief Executive), Paul Wright (Chief Finance Officer), Alex Davis (Chief Technology Officer) and Anthony Knight (Client Services Director); and Daniel Sasaki and Kunal Dasgupta of LDC.

The Independent Directors of WorkPlace are Ian Lenagan and John Herring.

2. The Offer

Under the Offer, which will be made by NewCo on terms and subject to the further conditions set out below and in Appendix I to this announcement, WorkPlace Shareholders will receive:

For each Offer Share 25 pence in cash

The Offer values WorkPlace's entire issued and to be issued share capital at approximately £41.0 million and represents:

- a premium of approximately 81.8 per cent. to the Closing Price of 13.75 pence per Offer Share on 8 December 2011, being the last Business Day prior to the commencement of the Offer Period; and
- a premium of approximately 79.3 per cent. to the average Closing Price of 13.94 pence per Offer Share over the last twelve months to 8 December 2011, being the last Business Day prior to the commencement of the Offer Period.

The Offer Shares will be transferred to NewCo fully paid with full title guarantee and free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and other third party rights or interests and together with all rights attaching to such Offer Shares including, without limitation, the right to receive all dividends and other distributions (if any) announced, declared, made or paid after the Announcement Date.

The Offer extends to all Offer Shares unconditionally allotted or issued and fully paid on the date of the Offer and any Offer Shares which are unconditionally allotted or issued and fully paid before the date on which the Offer closes to acceptances or such earlier date as NewCo may announce, subject to the Code and in accordance with the further conditions and terms of the Offer set out and referred to in Appendix I to this announcement.

3. Background to and reasons for the Offer

As one of the pre-eminent UK mid-market private equity firms, LDC has significant experience and a strong track record of investing in the UK technology sector. LDC believes that WorkPlace represents an attractive investment opportunity on the basis of three key factors: (i) WorkPlace's reputation with its workforce management software solutions in the market verticals in which it operates; (ii) the ability of LDC to add value to the operations of WorkPlace; and (iii) the ability of WorkPlace to prioritise its growth potential without the demands of a public listing.

Research and development ("R&D") and other investments

WorkPlace has invested significant amounts of capital on research and development in the last three years, in part, in developing WorkPlace's Software as a Service product "WorkPlace OnLine". LDC believes that in order to achieve its full potential, WorkPlace OnLine will continue to require additional significant investment, not only in R&D, but also in sales & marketing.

The ability of LDC to add value

LDC is a long established private equity investor with extensive experience managing growth businesses and LDC believes that existing and new customers can draw confidence from the reputation of LDC and its track record of commitment to its portfolio businesses. LDC believes that WorkPlace's ability to grow in the future will be enhanced under its ownership as it executes its longer term strategy. LDC intends to support the Company by providing resources to continue to invest in research, product development, sales and marketing and, should valid opportunities arise, strategic acquisitions.

4. Background to and reasons for the recommendation

For 25 years, the WorkPlace Group has provided Workforce Management software solutions which can often enable customers to improve their financial and operational performance by increasing service levels, reducing labour ineffectiveness and improving employee utilisation. As a leading supplier in this market, WorkPlace has a blue chip customer base, including Walmart in the US, Next, Gala Coral and Wickes in the UK and H&M and Metro Group in Europe.

In deciding to recommend the Offer to WorkPlace Shareholders, the Independent Directors have taken into account a range of factors, including those outlined below.

In 2009, WorkPlace introduced its Software as a Service ("SaaS") product "WorkPlace OnLine" which is delivered as a service over the internet. Since then, WorkPlace has focused significant resource on selling its SaaS product whilst maintaining the original WorkPlace On-premise solution for its existing and new potential clients.

WorkPlace has managed the additional R&D expenditure for WorkPlace OnLine carefully within the constraints required for satisfactory financial performance and against the background of a difficult trading environment in recent years. Additional financial investment is likely to be needed in R&D and sales & marketing resources to develop further the WorkPlace OnLine presence and profile in Europe and the United States in order to take advantage of the increased

market opportunity which is available for a SaaS-based Workforce Management Product.

The medium and long term growth prospects for WorkPlace are dependent on the adoption of WorkPlace's Workforce Management solutions by an increasing number of end user customers in various business sectors, but with a particular focus on retailers in the US, UK and Europe. The opportunity also arises with the Online SaaS product for some of these new business wins to come from customers switching away from other suppliers to use WorkPlace's products and services.

Whilst WorkPlace has an encouraging pipeline of business opportunities in specific markets and a number of promising ongoing pilots, it cannot be guaranteed whether or when current pilots will turn into full contracts. Similarly, extension of pilot programmes and the potential for cancellation or postponement of investment projects by WorkPlace customers, mean that delivery of consistent sales growth remains unpredictable whilst clearly possible with the product set and opportunities available to the Company.

In considering whether to recommend the Offer, the Independent Directors have concluded that whilst WorkPlace could continue to trade successfully as an independent entity, the Offer Price made represents a fair offer which takes into account the Company's potential growth in the next full year at least and which is particularly attractive to shareholders against the backdrop of financial uncertainty in the European and worldwide economies.

In considering whether to recommend the Offer, the Independent Directors have also placed considerable weight on the attraction to WorkPlace Shareholders of an immediate cash return of 25 pence per Offer Share, which represents an attractive premium to both the current and recent closing prices at which the WorkPlace Shares have traded.

The Independent Directors consider that the Offer provides certainty to WorkPlace's Shareholders and provides fair value now for the medium and longer term prospects for the Company.

5. Recommendation

In view of their proposed involvement with NewCo, members of the Management Team have not participated in the consideration of the Offer or the formulation of advice to Independent WorkPlace Shareholders and neither have the Continuing Directors in light of the fact they are not resigning as directors of WorkPlace. Accordingly the recommendation of the Offer is being made by the Independent Directors.

The Independent Directors, who have been so advised by Mazars, consider the terms of the Offer to be fair and reasonable. In providing advice to the Independent Directors in relation to the Offer, Mazars has taken into account the commercial assessments of the Independent Directors.

Accordingly, the Independent Directors unanimously recommend that WorkPlace Shareholders accept the Offer as they have irrevocably undertaken to do in respect of a total of 68,917,759 Offer Shares representing approximately 43.2 per cent. of the Offer Shares.

Mazars has advised the Independent Directors that the terms of the Management Offers are fair and reasonable in so far as Independent WorkPlace Shareholders are concerned.

The Independent Directors also unanimously recommend that the Independent WorkPlace Shareholders vote in favour of the Ordinary Resolution to approve the Management Offers, as the Independent Directors have irrevocably undertaken to do in respect of a total of 68,917,759 Eligible Voting Shares, representing approximately 47.5 per cent. of the Eligible Voting Shares.

In giving its advice, Mazars is advising the Independent Directors in relation to the Offer and is not acting for any Independent Director in his personal capacity or for any WorkPlace Shareholder or WorkPlace option holder. Mazars will not be responsible to any such person for providing the protections afforded to its customers or for advising any such person in relation to the Offer. In particular, Mazars will not owe any duties or responsibilities to any particular WorkPlace Shareholder or holder of WorkPlace Options concerning the Offer.

6. Arrangements with the Management Team

NewCo believes that the ongoing participation by the Management Team in the continued growth of WorkPlace is fundamental, in the light of their knowledge of the Company's software, services, customers and the markets in which WorkPlace operates. As a consequence, the Management Offers, which are described in more detail in the Offer Document, have been agreed between NewCo and the Management Team.

The Management Team will accept the Offer in respect of its Management Offer Shares in accordance with the irrevocable undertakings given by the Management Team as described in paragraph 8 of this announcement. NewCo will acquire the Roll-over Shares from the Management Team in exchange for NewCo Loan Notes and NewCo B Ordinary Shares, pursuant to the terms of the Share Exchange Deed, at the date that the Offer becomes, or is declared, unconditional in all respects. Anthony Knight has agreed to subscribe for certain NewCo Loan Notes pursuant to the Subscription and Shareholders Agreement at (or within 20 days of) the date that the Offer becomes, or is declared, unconditional in all respects. Accordingly, the Management Team shall hold NewCo B Ordinary Shares and NewCo Loan Notes as set out in the table below.

<i>Name</i>	<i>Amount of NewCo Loan Notes</i>	<i>Amount of 'A' NewCo Notes</i>	<i>Amount of 'B' Loan Notes</i>	<i>Number of NewCo Ordinary Shares</i>	<i>% of 'B' share capital of NewCo</i>
	£	£			
Bernard Quinn	287,451		287,451	10,625	4.38%
Paul Wright	118,414		118,413	10,625	4.38%
Alex Davis	118,414		118,413	10,625	4.38%
Anthony Knight ¹	118,413		118,413	10,625	4.38%

¹ Assuming Anthony Knight subscribes in full for his NewCo Loan Notes in accordance with the Subscription and Shareholders Agreement

As at the date that the Offer becomes, or is declared, unconditional in all respects, the Management Team will hold in aggregate approximately 17.5 per cent. of the issued share capital of NewCo and the remaining approximately 82.5 per cent. will be owned by LDC. LDC's interest is split between voting and non-voting shares. LDC will hold voting shares equalling 49.9 per cent. of the shareholder voting rights in NewCo with the remainder of LDC's shares comprising non-voting shares and the Management Team shall hold the remaining voting shares in equal proportions.

Eight per cent. of NewCo Ordinary Shares have been authorised to be issued and are intended for future allocation to employees or directors of the NewCo Group (subject to remuneration committee approval).

The shareholding of the Management Team is subject to adjustment depending on whether NewCo achieves certain financial performance targets for the financial years ending 31 December 2012, 31 December 2013 and 31 December 2014. At the end each of these three years, if the financial performance targets are met, there will be no adjustment to the

Management Team's shareholding. If the financial performance targets for the relevant financial year are exceeded, the Management Team's shareholding will increase by one per cent. and if the financial performance targets for the relevant financial year are not achieved, the Management Team's shareholding will decrease by one per cent.

The members of the Management Team have agreed pursuant to the Subscription and Shareholders Agreement to enter into new service contracts on the Offer being declared unconditional in all respects, which are broadly on the same terms as their current service contracts with WorkPlace, save that the service contracts are being made consistent in relation to notice periods so that any member of the Management Team may terminate on six months' notice and NewCo may terminate on 12 months' notice.

In relation to the Management Offers, the Panel has agreed, subject to the Ordinary Resolution being passed on a poll of Independent WorkPlace Shareholders at the General Meeting to be held on 28 December 2011, to allow the Management Offers to be made on the terms and subject to the conditions set out in the Share Exchange Deed and the Subscription and Shareholders Agreement notwithstanding the fact that the opportunity to participate in such arrangements is not being extended to all WorkPlace Shareholders.

Mazars has advised the Independent Directors that the terms of the Management Offers are fair and reasonable in so far as Independent WorkPlace Shareholders are concerned.

Accordingly, a notice will be sent to WorkPlace Shareholders convening the General Meeting for 11.00 a.m. on 28 December 2011 at which the Ordinary Resolution to approve the Management Offers, pursuant to the Code, will be proposed. In accordance with the requirements of the Code, only the Independent WorkPlace Shareholders will be permitted to vote on the Ordinary Resolution, which will be taken on a poll. The Offer is conditional, *inter alia*, upon the passing of the Ordinary Resolution.

7. Management, employees and locations

NewCo values the skills, knowledge and expertise of WorkPlace's existing management and employees and expects them to play an important role in the further development and continuing growth of the WorkPlace business.

NewCo has indicated that, with the exception of Ian Lenagan and John Herring who will resign from the WorkPlace Board upon the Offer becoming, or being declared, wholly unconditional, the Offer will not have any adverse repercussions on WorkPlace's employees or management and will provide continuity of employment for staff. Following the Offer becoming, or being declared, unconditional in all respects, Ian Lenagan has agreed to provide consultancy services to NewCo. Details of his consultancy agreement with NewCo and the terms of his compromise agreement with WorkPlace will be set out in the Offer Document.

Furthermore, NewCo does not intend to change the location of WorkPlace's place of business or to redeploy any of WorkPlace's fixed assets or effect a material change in any conditions of employment (save for the Management Team's new service contracts, which are broadly on the same terms as their current service contracts with WorkPlace, save as set out above) and has confirmed to the Independent Directors that the existing employment rights, including pension rights, of all WorkPlace employees will be fully safeguarded upon the Offer becoming, or being declared, unconditional in all respects.

8. Irrevocable Undertakings to accept the Offer and vote in favour of the Ordinary Resolution

The Independent Directors and the Continuing Directors have irrevocably undertaken to accept the Offer in respect of a total of 72,905,929 Offer Shares (which includes 1,250,000 Offer Shares to be issued pursuant to the exercise of WorkPlace Options), representing approximately 45.7 per cent. of the Offer Shares and to vote in favour of the Ordinary Resolution in respect of a total of 71,655,929 Eligible Voting Shares, representing approximately 49.4 per cent. of the Eligible Voting Shares. The undertakings provided by the Independent Directors and the Continuing Directors will continue to be binding, even in the event of a higher offer for WorkPlace by a competing third party and cannot be withdrawn unless the Offer lapses or is withdrawn.

The following Independent WorkPlace Shareholders have entered into irrevocable undertakings to accept the Offer in respect of the following Offer Shares and to vote in favour of the Ordinary Resolution in respect of the following Eligible Voting Shares:

Name	Total number of Offer Shares	Percentage of Eligible Voting Shares	Percentage of Offer Shares
Hargreave Hale Limited	3,450,000	2.4%	2.2%
Timothy Mark Westaway	4,782,875	3.3%	3.0%
Michael David Wailing	7,333,300	5.1%	4.6%

The irrevocable undertakings provided by Hargreave Hale Limited, Timothy Mark Westaway and Michael David Wailing will remain binding in the event of a higher offer for WorkPlace by a competing third party, unless the value of the competing offer represents an improvement of ten per cent. or more of the value of the consideration being made available under the Offer.

NewCo has also received letters of intent from the following institutional shareholders of WorkPlace to accept the Offer in respect of the following Offer Shares and to vote in favour of the Ordinary Resolution in respect of the following Eligible Voting Shares:

Name	Total number of Offer Shares	Percentage of Eligible Voting Shares	Percentage of Offer Shares
Liontrust Investment Partners LLP	21,621,601	14.9%	13.6%
Schroder Investment Management Limited	6,770,642	4.7%	4.2%

The Management Team has irrevocably undertaken to accept the Offer (or procure that the registered holder accepts the Offer) in respect of the Management Offer Shares, which amount to 10,643,914 Offer Shares, representing 6.7 per cent. of the Offer Shares.

Accordingly, NewCo has received, in aggregate letters of intent or irrevocable undertakings in respect of a total of:

- (a) 127,508,261 Offer Shares to accept the Offer, representing approximately 80.0 per cent. of the Offer Shares; and
- (b) 115,614,347 Eligible Voting Shares to vote in favour of the Ordinary Resolution, representing approximately 79.7 per cent. of the Eligible Voting Shares.

9. Information on LDC

LDC is one of the UK's leading mid-market private equity firms with over 30 years' history supporting ambitious

management teams. LDC is a wholly owned subsidiary of Lloyds TSB Bank plc which itself is a wholly owned subsidiary of Lloyds Banking Group. LDC has been investing with funds provided by its parent throughout the economic cycle.

LDC has a portfolio of over 70 businesses valued in excess of £1.3 billion, an extensive network of 10 offices across the UK and a presence in Hong Kong. LDC assists the businesses it invests in by providing access to new opportunities and potential synergies both from its portfolio and within the Lloyds Banking Group.

10. Information on Lloyds Banking Group

Lloyds Banking Group is a UK based financial services group providing a wide range of banking and financial services, primarily in the UK, to personal and corporate customers. Its main business activities include retail, commercial and corporate banking, general insurance, and life, pensions and investment provision. During its last financial year to 31 December 2010, Lloyds Banking Group and its affiliates worldwide earned consolidated revenues of approximately £43.5 billion.

11. Information relating to NewCo

NewCo is a limited liability company incorporated in England and Wales for the purposes of making the Offer and is backed by LDC. NewCo has not traded since its incorporation and the only obligations that it has entered into are in connection with implementing the Offer.

12. Financing and cash confirmation

The consideration payable under the Offer will be funded entirely through financing provided by LDC with no requirement for any funding from third party providers of debt finance to the NewCo Group. LDC's funding is provided by Lloyds Banking Group's cash resources.

Fairfax and Torch Partners, joint financial advisers to NewCo, have confirmed that they are satisfied that sufficient resources are available to NewCo to satisfy the full cash consideration payable to WorkPlace Shareholders under the terms of the Offer and to participants in the WorkPlace Share Options Schemes under the proposals to be made to such participants.

13. Information relating to WorkPlace

WorkPlace is a public limited company incorporated in England and Wales with company number 3966381 and registered office at Precedent Drive, Rooksley, Milton Keynes, Buckinghamshire MK13 8PP. WorkPlace is a leader in its market for the development and supply of workforce management software solutions and consulting services.

WorkPlace software modules address, for a variety of industry sectors, staff requirement forecasting, staff scheduling and staff tracking together with many aspects of the planning and tracking of work done by staff including resources required. Major application modules cover: Labour Budgeting, Staff Requirement Forecasting, Staff Scheduling, Schedule Management, Time and Attendance, Task Management and Work Tracking.

WorkPlace has its headquarters in Milton Keynes, England and has additional offices in North America and Australia. A cross-section of clients include Walmart in the US, Argos, BAE Systems, BBC, British Airways, Gala Coral, Menzies Aviation, National Express, Next, World Duty Free and Wickes in the UK, and H&M and Metro Group in Europe.

For 25 years, WorkPlace has provided solutions which can often enable organisations to improve their financial and operational performance by reducing labour ineffectiveness, increasing service levels and improving employee utilisation. WorkPlace customers exist in a wide variety of sectors and range from sites with less than ten staff to centralised or multi-site operations with many thousands of staff.

Highlights of the consolidated financials for the financial years ending 31 March 2011 and 2010 are as follows:

	2011	2010
	£'000	£'000
Revenue	9,097	9,064
(Loss) / profit from operations	(355)	46
(Loss) / profit before tax	(349)	50
Basic and Diluted (loss) / earnings (pence per share)	(0.24)	0.03

14. Current trading and prospects of WorkPlace

Trading highlights from the Interim Financial Statements for the 6 months ended 30 September 2011 were as follows:

	£'000
Revenue	5,289
Profit from operations	286
Profit before tax	290
Basic/diluted earnings (pence per share)	0.20/0.18

In the Interim Report published at the same time as this announcement, the Chairman, Ian Lenagan, reported:

"In May 2011 the Company celebrated its 25th Anniversary, a notable achievement for an independent UK software company. It is apt that this coincided with a continuation of and improvement in the operating profit of the Company which started in the second-half of the previous Financial Year.

As previously reported to the market, the first half of the Financial Year focused on the SaaS pilots being run by the Company in each of its operating regions and the conversion of these pilots into full roll-outs. On 1 September the Company announced that it had succeeded in moving to roll-out its OnLine SaaS solution at a major retailer in the US in addition to a number of high street operators in the UK. The Company also won contracts in the Middle East and South Africa for its SaaS solution and in the Baltics for its On-premise StaffPlanner product.

During the period the Company sold its investment in EASE Inc, a US Labour Standards Software and Consultancy company, whilst maintaining its Distribution Rights for the retail EASE product. The Company also sold its remaining freehold property in Woodstock which it had sublet for a number of years. The Company made a combined profit of £27k, after transaction costs, on the sale of these two assets releasing over £400k of working capital.

Financial Results

The operating profit for the half-year of £286,000 compared favourably to the loss of £480,000 in the comparable period of 2010 and the £125,000 profit recorded in the second-half of the Financial Year ended 31 March 2011.

Revenue for the six month period ended 30 September 2011 increased to £5.3 million (2010: £4.7 million). The gross margin increased to 90 per cent. (2010: 88 per cent.) as the fixed cost element of the Company's SaaS infrastructure was now spread across a greater number of customers. The Company's overhead base increased during the period from £3.9 million in the six months to 31 March 2011 to £4.5 million (2010: £4.6 million) reflecting the cost of additional staff during the period to support the growing revenue streams. At 30 September 2011 the Company retained cash balances of £1.5 million (2010: £2.1 million). The reduction in cash was more than offset by an increase in working capital as the timing of new contracts and the extended credit requested by several retail customers was recognised through the business.

Business Performance

Interest in WorkPlace On-Line continues to grow in all regions in which the Company operates and a growing awareness of the benefits that can be achieved through a true SaaS solution has been important in winning business in all regions. The value of the Company's rapid implementation process has been recognised in the retail sector and the delivery of SaaS via the internet has opened new opportunities for customers with multiple small format outlets.

In addition the Company has continued to develop its On-premise product and, during the period, received further orders from existing customers to enable them to roll-out the On-Premise software into new countries.

Outlook

The progress made by the Company during the last twelve months in developing the SaaS solution alongside the existing On-Premise software is reflected in the half-year figures and the orders that were announced in September."

15. WorkPlace Share Option Schemes

The Offer extends to any Offer Shares which are unconditionally allotted or issued fully paid (or credited as fully paid) prior to the date on which the Offer closes (or such earlier date as NewCo may, subject to the Code and/or with the consent of the Panel, determine) as a result of the exercise of options granted under the WorkPlace Share Option Schemes. Participants in the WorkPlace Share Option Schemes will be contacted and appropriate proposals will be made to such participants at the time of posting the Offer Document. At the date of this announcement options over a maximum of 15,923,538 WorkPlace Shares are outstanding.

16. WorkPlace cancellation of trading on AIM, re-registration as a private company and intention to compulsorily purchase Offer Shares

If NewCo receives acceptances under the Offer in respect of, or otherwise acquires, 90 per cent. or more of the Offer Shares, NewCo will exercise its rights pursuant to sections 974 to 991 of the Companies Act 2006 to acquire compulsorily the remaining Offer Shares in respect of which the Offer has not been accepted following the Offer becoming or being declared unconditional in all respects.

It is also intended that, following the Offer becoming or being declared unconditional in all respects and subject to any applicable regulatory requirements, NewCo will procure that WorkPlace applies to the London Stock Exchange for the cancellation of trading in WorkPlace's Shares on AIM. De-listing would significantly reduce the liquidity and marketability of any Offer Shares not acquired by NewCo.

NewCo will also seek to procure the re-registration of WorkPlace as a private company.

17. Overseas Shareholders

The availability of the Offer to Independent WorkPlace Shareholders who are not resident in the UK may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves about and observe any applicable legal or regulatory requirements of their jurisdiction. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.

18. Anticipated timetable

NewCo will dispatch the Offer Document to WorkPlace Shareholders and, for information only, to holders of WorkPlace Options as soon as practicable and, in any event, within 28 days of the date of this announcement (unless agreed otherwise with the Panel).

19. Further details of the Offer

The Offer will be subject to the conditions and the further terms set out in Appendix I to this announcement and the additional terms to be set out in the Offer Document when issued. Appendix II to this announcement contains the sources and bases of certain information set out in this announcement. Appendix III to this announcement contains definitions of certain terms used in this announcement.

20. Documents on display

Copies of the following documents will be available, free of charge, on WorkPlace's website at www.workplacesystems.com and NewCo's website at www.waspbidco.com during the course of the Offer:

- 20.1 the irrevocable undertakings and letters of intent referred to in paragraph 8 of this announcement;
- 20.2 the Share Exchange Deed referred to in paragraph 6 of this announcement;
- 20.3 the Subscription and Shareholders Agreement referred to in paragraph 6 of this announcement;
- 20.4 the service contracts of the Management Team referred to in paragraph 6 of this announcement;
- 20.5 the consultancy agreement referred to in paragraph 7 of this announcement;
- 20.6 the compromise agreement referred to in paragraph 7 of this announcement;
- 20.7 the confidentiality, non-solicitation and inducement fee agreement between LDC and WorkPlace, dated 17 September 2011; and
- 20.8 a copy of this announcement.

WorkPlace and NewCo will provide, without charge, to each person to whom a copy of this announcement has been

delivered, upon their written request, a copy of any documents or information incorporated by reference in this announcement. Copies of any documents or information incorporated by reference into this document will not be provided unless such a request is made. You may also request that all future documents, announcements and information to be sent to you in relation to the Offer should be in hard copy form. Requests for copies of any such documents or information should be directed to Paul Wright, the Chief Finance Officer of WorkPlace, on 01908 251 300, or Jenny Stephenson of CMS Cameron McKenna LLP on +44 (0) 207 367 3000.

Appendix I

Conditions and Further Terms of the Offer

Part A

Conditions of the Offer

1. Definitions and Interpretations

- 1.1 Except where the context requires otherwise, any reference in this Appendix I to:
- 1.1.1 the **"Acceptance Condition"** means the condition set out in paragraph 2 of this Part A of Appendix I;
 - 1.1.2 **"acceptances of the Offer"** includes deemed acceptances of the Offer;
 - 1.1.3 **"acting in concert with NewCo"** is a reference to a person acting or deemed to be acting in concert with NewCo for the purposes of the Code and/or the Offer (including the Management Team);
 - 1.1.4 **"Day 39"** means 17 January 2012;
 - 1.1.5 **"Day 60"** means 7 February 2012;
 - 1.1.6 **"Disclosed"** means fairly disclosed by WorkPlace (i) in the Financial Statements; or (ii) by way of Public Announcement; or (iii) in writing to NewCo or its financial or legal advisers by or on behalf of WorkPlace or any of the WorkPlace Directors prior to the date of this announcement;
 - 1.1.7 **"First Closing Date"** means 30 December 2011; and
 - 1.1.8 **"the Offer becoming unconditional"** means the Acceptance Condition and further conditions of the Offer set out in paragraphs 3.1 and 3.2 of this Part A of Appendix I becoming satisfied, and references to the Offer having become or not become unconditional shall be construed accordingly.

2. Acceptance Condition

The Offer will be conditional on valid acceptances being received (and not, where permitted, withdrawn) by not later than 1.00 p.m. (London time) on 30 December 2011 (or such later time(s) and/ or date(s) as NewCo may, subject to the rules of the Code or with the consent of the Panel, decide) in respect of such number of Offer Shares which, together with the Offer Shares acquired or agreed to be acquired by NewCo or parties acting in concert with NewCo before or during the Offer Period (whether pursuant to the Offer or otherwise), will result in NewCo and any person acting in concert with it holding Offer Shares carrying more than 90 per cent. (or such lower percentage, but not lower than 50 per cent, as NewCo may decide) of the voting rights then normally exercisable at a general meeting of WorkPlace. For the purpose of this condition, Offer Shares which have been unconditionally allotted but not issued before the Offer becomes unconditional, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, shall be deemed to carry the voting rights which they will carry on issue.

3. Certain further conditions of the Offer

Subject to the requirements of the Panel, the Offer will be conditional upon the following further conditions:

Passing the Ordinary Resolution to approve the Management Offers

- 3.1 the passing at the WorkPlace General Meeting (or at any adjournment of the meeting) of the Ordinary Resolution by the Independent WorkPlace Shareholders to approve the Management Offers;

Australian Foreign Investment Policy

- 3.2 the issue of a notice of consent by the Treasurer of the Commonwealth of Australia ("**Treasurer**"), stating that the Australian Commonwealth Government does not object to the investment in Australia pursuant to the Offer, under the Australian Government's Foreign Investment Policy ("**Policy**"), and, if that consent is given subject to conditions or requirements, this condition is not fulfilled unless those conditions or requirements are reasonably acceptable to NewCo;

Notifications, waiting periods and authorisations

- 3.3 all material notifications, filings or applications which are necessary having been made in connection with the Offer and all necessary waiting periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any jurisdiction having been complied with in respect of the Offer and the acquisition or the proposed acquisition of any shares or other securities in, or control or management of, WorkPlace by NewCo, in each case where the absence of such notification, filing or application would have a material adverse effect on NewCo or the Wider WorkPlace Group in each case taken as a whole, and all authorisations necessary in respect thereof having been obtained in terms and in a form reasonably satisfactory to NewCo 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 WorkPlace Group or NewCo has entered into contractual arrangements and all such authorisations necessary to carry on the business of any member of the Wider WorkPlace Group in any jurisdiction remaining in full force and effect at the time at which the Offer becomes otherwise wholly unconditional and no notice of an intention to revoke, suspend, restrict, modify or not to renew such authorisations having been made where, in each case, absence of such authorisation would have a material adverse effect on the Wider WorkPlace Group taken as a whole;

Antitrust and regulatory

- 3.4 no antitrust regulator, government, governmental, quasi governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade, agency, association, institution or any statutory person in any jurisdiction in which WorkPlace carries on business (a "**Relevant Jurisdiction**") and each a ("**Third Party**") having, without the consent of NewCo, given notice in writing of a decision to take, institute, implement or threaten in writing any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision, order or change to published practice (and in each case, not having withdrawn the same) (in each case which would be material in the

context of the Wider WorkPlace Group) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:

- 3.4.1 require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by NewCo or by any member of the Wider WorkPlace Group of all or any material part of its businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof) (in any case to an extent which is material in the context of the Wider WorkPlace Group, taken as a whole);
- 3.4.2 except pursuant to Chapter 3 of Part 28 of the 2006 Act, require NewCo or the Wider WorkPlace Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider WorkPlace Group (other than in connection with the implementation of the Offer);
- 3.4.3 impose any material limitation on, or result in a material delay in, the ability of NewCo directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in WorkPlace or on the ability of any member of the Wider WorkPlace Group or NewCo directly or indirectly to hold or exercise effectively all or any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise voting or management control over, any member of the Wider WorkPlace Group, in each case to an extent which is material in the context of the NewCo or the Wider WorkPlace Group, taken as a whole;
- 3.4.4 otherwise materially adversely affect the business, assets or profits of any member of the Wider WorkPlace Group to an extent in any such case which is material in the context of the Wider WorkPlace Group taken as a whole;
- 3.4.5 result in any member of the Wider WorkPlace Group ceasing to be able to carry on business to the extent conducted at the date of this announcement under any name under which it presently carries on business (in any case to an extent which is material in the context of the Wider WorkPlace Group taken as a whole);
- 3.4.6 make the Offer, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, WorkPlace by NewCo void, unenforceable and/or illegal under the laws of any Relevant Jurisdiction, or otherwise, directly or indirectly materially prevent or prohibit, restrict, restrain or delay to a material extent or otherwise materially delay the implementation of, or impose material additional conditions or obligations with respect to, or otherwise materially challenge or require material adverse amendment of the Offer or the acquisition of any shares or other securities in, or control or management of, WorkPlace by NewCo;
- 3.4.7 require, prevent or materially delay a divestiture by NewCo of any shares or other securities (or the equivalent) in any member of the Wider WorkPlace Group (in any case to an extent which is material in the context of the Wider WorkPlace Group, taken as a whole); or
- 3.4.8 impose any material limitation on the ability of NewCo or of any member of the Wider WorkPlace Group to integrate all or any part of its business with all or any part of the business of NewCo and/or any other member of the Wider WorkPlace Group (in any case to an extent which is material in the context of the Wider WorkPlace Group, taken as a whole),

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

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

- 3.5 save as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider WorkPlace 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 Offer or the acquisition or the proposed acquisition by NewCo of any shares or other securities in WorkPlace or because of a change in the control or management of any member of the Wider WorkPlace Group would or might reasonably be expected to result in, to an extent in any such case which is material in the context of the Wider WorkPlace Group taken as a whole:
 - 3.5.1 any monies borrowed by, or any other indebtedness, actual or contingent, of, or any grant available to, any member of the Wider WorkPlace 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;
 - 3.5.2 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 WorkPlace Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
 - 3.5.3 any such arrangement, agreement, lease, licence, franchise, permit or other instrument being terminated or the rights, liabilities, obligations or interests of any member of the Wider WorkPlace Group being adversely modified or any obligation or liability arising or any adverse action being taken or arising thereunder;
 - 3.5.4 any liability of any member of the Wider WorkPlace Group to make any severance termination, bonus or other payment to any of its directors, or other officers;
 - 3.5.5 any member of the Wider WorkPlace Group ceasing to be able to carry on business under any name under which it presently carries on business;
 - 3.5.6 the financial or trading position of, any member of the Wider WorkPlace Group being prejudiced or adversely affected; or
 - 3.5.7 the creation of any liability (actual or contingent) by any member of the Wider WorkPlace 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 arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider WorkPlace 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 conditions 3.5.1 to 3.5.7 to an extent in any such case which is material in the context of the Wider WorkPlace Group taken as a whole;

Certain events occurring since the Announcement Date

- 3.6 save as Disclosed, no member of the Wider WorkPlace Group having since the Announcement Date:
- 3.6.1 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 WorkPlace Shares out of treasury (except, in each case, where relevant, as between WorkPlace and wholly owned subsidiaries of WorkPlace or between the wholly owned subsidiaries of WorkPlace and except for the issue or transfer out of treasury of WorkPlace Shares on the exercise of employee share options or vesting of employee share awards in the ordinary course under the WorkPlace Share Option Schemes);
 - 3.6.2 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 WorkPlace to WorkPlace or any of its wholly owned subsidiaries;
 - 3.6.3 other than pursuant to the Offer (and except for transactions between WorkPlace and its wholly owned subsidiaries or between the wholly owned subsidiaries of WorkPlace and transactions 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 which remains open for acceptance to an extent in any such case which is material in the context of the Wider WorkPlace Group taken as a whole;
 - 3.6.4 except for transactions in the ordinary course of business or between WorkPlace and its wholly owned subsidiaries, 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;
 - 3.6.5 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 WorkPlace and any of its wholly owned subsidiaries or between such subsidiaries which in any case is material in the context of the Wider WorkPlace Group taken as a whole;
 - 3.6.6 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 to an extent in any such case which is material in the context of the Wider WorkPlace Group taken as a whole;
 - 3.6.7 entered into or materially varied the terms of, or made any offer (which remains open for acceptance) to enter into or materially vary the terms of any contract, service agreement, commitment or arrangement with any director of WorkPlace (other than pursuant to the implementation of the Offer);
 - 3.6.8 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 WorkPlace Group (in a manner which is material in the context of the Wider WorkPlace Group taken as a whole, other than pursuant to the implementation of the Offer);
 - 3.6.9 purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in subparagraph 3.6.1 above, made any other change to any part of its share capital (other than pursuant to the implementation of the Offer);
 - 3.6.10 (other than in respect of claims between WorkPlace and any wholly owned subsidiaries of WorkPlace) waived, compromised or settled any claim which is material in the context of the Wider WorkPlace Group taken as a whole;
 - 3.6.11 terminated or varied the terms of any agreement or arrangement between any member of the Wider WorkPlace Group and any other person in a manner which would have a material adverse effect on the financial position of the Wider WorkPlace Group taken as a whole;
 - 3.6.12 made any alteration to its articles of association or other incorporation documents;
 - 3.6.13 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 material part 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;
 - 3.6.14 taken any corporate action or had any legal proceedings instituted or threatened in writing against it in relation to its winding-up (other than in respect of a member of the Wider WorkPlace Group which is dormant and was solvent at the relevant time), 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 any case to an extent which is material in the context of the Wider WorkPlace Group taken as a whole);
 - 3.6.15 made, authorised or announced an intention to propose any change in its loan capital to an extent in any such case which is material in the context of the Wider WorkPlace Group taken as a whole (other than pursuant to the implementation of the Offer); or
 - 3.6.16 entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) to effect any of the transactions, matters or events referred to in this condition 3.6 which in any such case is material in the context of the Wider WorkPlace Group as a whole;

No adverse change, litigation, regulatory enquiry or similar (save as Disclosed)

- 3.7 since the Announcement Date and save as Disclosed, there has been:
- 3.7.1 no adverse change having occurred in the business, assets, financial or trading position or profits of any member of the Wider WorkPlace Group which is material in the context of the Wider WorkPlace Group taken as a whole;
 - 3.7.2 no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened in writing, announced or instituted by or against or remaining outstanding against or in respect of, any member of the Wider WorkPlace Group or to which any member of the Wider WorkPlace Group is or could reasonably be expected to become a party (whether as claimant, defendant or otherwise) having been threatened in writing, announced, instituted or remaining outstanding by, against or in respect of, any member of the Wider WorkPlace Group, in each case which might adversely affect any member of the Wider WorkPlace Group in any way which is material in the context of the Wider WorkPlace Group taken as a whole;
 - 3.7.3 no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Wider WorkPlace Group having been threatened in writing, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider WorkPlace Group, in each case which might adversely affect any member of the Wider WorkPlace Group in any way which is material in the context of the Wider WorkPlace Group taken as a whole;
 - 3.7.4 no contingent or other liability in respect of any member of the Wider WorkPlace Group having arisen or increased other than in the ordinary course of business which is reasonably likely to materially affect adversely the business, assets, financial or trading position or profits of any member of the Wider WorkPlace Group to an extent in any such case which is material in the context of the Wider WorkPlace Group taken as a whole; and
 - 3.7.5 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 WorkPlace Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which might reasonably be expected to have a material adverse effect on the Wider WorkPlace Group taken as a whole;

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

- 3.8 save as Disclosed, NewCo not having discovered:
- 3.8.1 that any financial, business or other information concerning the Wider WorkPlace Group that is material in the context of the Offer and that has been publicly announced or otherwise publicly disclosed prior to the Announcement Date by or on behalf of any member of the Wider WorkPlace 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 any case which has not been corrected and to an extent which is material in the context of the Wider WorkPlace Group taken as a whole);
 - 3.8.2 that any member of the Wider WorkPlace Group is, otherwise than in the ordinary course of business, subject to any liability, contingent or otherwise and which is material in the context of the Wider WorkPlace Group taken as a whole;
 - 3.8.3 that any past or present member of the Wider WorkPlace Group has not complied in any material respect with all applicable legislation, regulations of any jurisdiction or any notice or requirement of any authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance likely to impair the environment (including property) or harm human health, which non-compliance would be reasonably 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 WorkPlace Group (in any case to an extent which is material in the context of the Wider WorkPlace Group taken as a whole);
 - 3.8.4 that there has been a material disposal, discharge, spillage, accumulation, release, leak, emission or the migration of any waste or hazardous substance likely to impair the environment (including any property) or harm human health which (whether or not giving rise to any material liability (whether actual or contingent) on the part of any member of the Wider WorkPlace Group (in any case to an extent which is material in the context of the Wider WorkPlace Group taken as a whole); or
 - 3.8.5 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 currently or previously owned, occupied, operated or made use of by any past or present member of the Wider WorkPlace Group 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 indemnify any person in relation thereto (in any case to an extent which is material in the context of the Wider WorkPlace Group taken as a whole).

Intellectual Property

- 3.8.6 NewCo not having discovered since the Announcement Date in relation to any intellectual property owned, used or licensed by the Wider WorkPlace Group or to any third parties that:
- (a) any member of the Wider WorkPlace Group has lost its title to any intellectual property or any intellectual property owned, used or licensed by the Wider WorkPlace Group has been revoked, cancelled or declared invalid;
 - (b) any agreement regarding the use of any intellectual property licensed to or by any member of the Wider WorkPlace Group has been terminated or varied; or
 - (c) any claim has been filed or threatened alleging that any member of the Wider WorkPlace Group has infringed any intellectual property rights of any third party or any member of the Wider WorkPlace Group has been found to have infringed the intellectual property rights of a third party,

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

Part B

Further Terms of the Offer

The following further terms will apply, unless the context requires otherwise, to the Offer.

1. Further terms of the Offer

- 1.1 The Offer will lapse unless the conditions set out above (other than condition (2) are fulfilled or (if capable of waiver) waived or, where appropriate, have been determined by NewCo in its reasonable opinion to be or to remain satisfied no later than twenty-one days after the later of: (i) 30 December 2011 or; (ii) the date on which the Offer becomes or is declared unconditional as to acceptances, or such later date as the Panel may agree. NewCo 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 the further conditions set out at paragraphs 3.2 to 3.8 (inclusive) of Part A of this Appendix I by any date earlier than the latest date specified above for fulfilment of that condition.
- 1.2 NewCo reserves the right to waive, in whole or in part, all or any of the further conditions set out at paragraphs 3.2 to 3.8 (inclusive) of Part A of this Appendix I by any date earlier than the latest date specified above for fulfilment of that condition.
- 1.3 NewCo shall be under no obligation to waive or treat as satisfied any of the further conditions set out at paragraphs 3.2 to 3.8 (inclusive) of Part A of this Appendix I by a date earlier than the latest date specified above for the satisfaction thereof notwithstanding that the other conditions of the Offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any such conditions may not be capable of fulfilment. If NewCo is required by the Panel to make an offer for WorkPlace under the provisions of Rule 9 of the Code, NewCo may make such alterations to the conditions as are necessary to comply with the provisions of that Rule.
- 1.4 Under Rule 13.5 of the Code, NewCo may not invoke a condition to the Offer so as to cause the Offer not to proceed, to lapse, or to be withdrawn unless the circumstances which give rise to the right to invoke the condition are of material significance to NewCo in the context of the Offer. The acceptance condition contained in paragraph 2 of Part A of this Appendix I is not subject to this provision of the Code.
- 1.5 The Offer will lapse (unless the Panel otherwise consents) if the Offer or any matter arising from or relating to the Offer is referred to the UK Competition Commission before 1.00 p.m. on 30 December 2011 or the date on which the Offer becomes or is declared unconditional as to acceptances, whichever is the later.
- 1.6 The availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
- 1.7 If the Offer lapses, the Offer will cease to be capable of further acceptances and accepting WorkPlace Shareholders and NewCo shall cease to be bound by acceptances submitted at or before the time when the Offer so lapses.
- 1.8 NewCo may, with the agreement of the Independent Directors and the Panel, elect to implement the acquisition by way of a court-sanctioned scheme of arrangement under Part 26 of the Companies Act. Any such scheme of arrangement will be implemented on the same terms (subject to appropriate amendments), so far as applicable, as those which would apply to the Offer.
- 1.9 The Offer Shares will be transferred to NewCo fully paid with full title guarantee and free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and other third party rights or interests and together with all rights attaching to such Offer Shares, including, without limitation, the right to receive all dividends and other distributions (if any) announced, declared, made or paid after the Announcement Date.
- 1.10 This Offer will be governed by English Law and will be subject to the jurisdiction of the English courts and the conditions set out in this announcement and in the Offer Document.
- 1.11 The conditions in Part A of this Appendix I and the further terms set out in Parts B, C and D of this Appendix I and the Form of Acceptance to be included in the Offer Document apply to the Offer.
- 1.12 Unless the context otherwise requires, any reference in Parts B, C and D of this Appendix I and in the Form of Acceptance to be included in the Offer Document:
 - 1.12.1 to the Offer includes any revision, variation, renewal or extension thereof and also (where the context requires) any election or alternative available in connection with the Offer or any revision, variation, renewal or extension thereof;
 - 1.12.2 to the Offer being, becoming or being declared unconditional is to the acceptance Condition and the further conditions set out in paragraphs 3.1 and 3.2 of this Part A of Appendix I being, becoming or being declared satisfied, whether or not any other condition of the Offer remains to be fulfilled;
 - 1.12.3 to the Acceptance Condition is to the condition as to the acceptances in paragraph (2) of Part A of this Appendix I;
 - 1.12.4 to this announcement and any the Offer Document; and
 - 1.12.5 to an extension of the Offer shall include an extension of the date by which the acceptance condition is or was to be satisfied.

APPENDIX II:

SOURCES OF INFORMATION AND BASES OF CALCULATIONS

Unless otherwise stated:

(i) the financial information relating to WorkPlace is extracted from the audited consolidated financial statements of WorkPlace for the financial year ended 31 March 2011 or from the interim statement of WorkPlace for the six months ended 30 September 2011.

(ii) The value of WorkPlace as implied by the Offer Price is based on the issued ordinary share capital as at 8 December 2011 (the last practicable date prior to the commencement of the Offer Period) being:

(A) existing issued ordinary share capital of 148,225,909 WorkPlace Shares as per the confirmation by WorkPlace pursuant to Rule 2.10 of the Code set out in this announcement; and

(B) 164,149,447 WorkPlace Shares being the maximum number of ordinary shares that can be in issue assuming the full exercise of all outstanding options granted under the WorkPlace Share Option Schemes.

(iii) The closing mid-market share prices are derived from the AIM Appendix to the Daily Official List.

(iv) As at 8 December 2011 being the last practicable date prior to commencement of the Offer Period:

(A) 145,020,363 Eligible Voting Shares were in issue: and

(B) the maximum number of Eligible Voting Shares that can be in issue, assuming no outstanding options granted under the WorkPlace Share Option Schemes are exercised, is 148,793,901.

APPENDIX III:

Definitions

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

AIM	the AIM market of the London Stock Exchange
Announcement	this announcement published on the Announcement Date
Announcement Date	9 December 2011
associated undertaking	has the meaning given to the term "associated bodies corporate" by section 256 of the Companies Act 2006
business day	any day not being a public holiday, Saturday or Sunday, on which banks are normally open for business in the City of London
Cancellation certified or in certificated form	the cancellation of admission of the WorkPlace Shares to trading on AIM
Closing Price	a share or other security which is not in uncertificated form (that is, not in CREST)
Code Companies Act 2006	the closing middle market quotation of a WorkPlace Share as derived from the Daily Official List published by the London Stock Exchange
Competing Offer	the City Code on Takeovers and Mergers
	the Companies Act 2006 (as amended)
	(a) a proposed offer, merger, acquisition, scheme of arrangement, recapitalisation or other business combination which, if accepted in full, would result in the offeror holding shares carrying over 50 per cent. of the voting rights of WorkPlace and which is made by or on behalf of a party which is not acting in concert with NewCo;
	(b) an offer, proposal or approach from any party to acquire all or a substantial part or value of the assets of WorkPlace; or
	(c) an offer, proposal or approach from any party with a view to undertaking a transaction which would be conditional on NewCo no longer proceeding with the Offer
conditions	the conditions and further terms to the Offer set out in Part A and Part B of Appendix I to this announcement
Continuing Directors	Ian Mills (Design Director) and Nigel Garrett (Sales Director)
CREST	the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations)
Daily Official List dealing day	the AIM Appendix of the Daily Official List of the London Stock Exchange
Eligible Voting Shares	any day on which the London Stock Exchange is open for business in the trading of securities admitted to AIM
Fairfax	those WorkPlace Shares that are in issue at the date of this announcement and are eligible to vote on the Ordinary Resolution at the General Meeting
Financial Statements	Fairfax I.S. PLC
First Closing Date	the audited annual consolidated financial statements of WorkPlace in respect of the financial year ended 31 March 2011
Form of Acceptance	30 December 2011
FSA	the form of acceptance and authority relating to the Offer which will accompany the Offer Document
General Meeting	the Financial Services Authority
HMRC	the general meeting of WorkPlace (or any adjournment thereof) to be convened pursuant to Rule 16 of the Code at which the Ordinary Resolution will be proposed
Independent Directors	HM Revenue and Customs
Independent WorkPlace Shareholders	the independent directors of WorkPlace, being Ian Lenagan (Chairman) and John Herring (Non-executive Director)
Lloyds Banking Group	the holders of WorkPlace Shares, other than Management Shares
Lloyds TSB Bank plc	Lloyds Banking Group plc, a public limited company registered in Scotland under number SC095000
London Stock Exchange	Lloyds TSB Bank plc, a public limited company registered in England under number 00002065
Management Offers	London Stock Exchange plc, together with any successors thereto
Management Offer Shares	the offers being made to the Management Team to sell their Roll-over Shares in consideration for a mixture of NewCo B Ordinary Shares and NewCo Loan Notes pursuant to the terms of the Share Exchange Deed
Management Shares	the Management Shares as at the close of business on 8 December 2011 (being the latest practicable date prior to the publication of this document), save for the Roll-over Shares which are to be sold to NewCo pursuant to the terms of the Share Exchange Deed
Management Team	all WorkPlace Shares held by the Management Team, being the 15,355,546 WorkPlace Shares currently held in the WorkPlace Issued Share Capital or intended to be held by the Management Team (or their connected persons) as a result of issues made to them pursuant to the WorkPlace Share Option Schemes
Mazars	Bernard Quinn (Chief Executive), Paul Wright (Chief Financial Officer), Alex Davis (Chief Technology Officer) and Anthony Knight (Client Services Director)
NewCo	Mazars Corporate Finance Limited, the financial and Rule 3 adviser to WorkPlace
NewCo 'A' Loan Notes	Wasp Management Software Limited, a private limited company registered in England and Wales under number 7745721
NewCo 'B' Loan Notes	a series of 'A' secured loan notes 2017 in the loan capital of NewCo
NewCo Directors	a series of 'B' secured loan notes 2017 in the loan capital of NewCo
NewCo Group	the directors of NewCo referred to in paragraph 2.3 of Appendix IV and "NewCo Director" means any one of them
NewCo Loan Notes	NewCo and its subsidiary undertakings and parent undertakings, and any other subsidiary of its parent undertakings, in each case from time to time
NewCo A Ordinary Shares	the NewCo 'A' Loan Notes and the NewCo 'B' Loan Notes
NewCo B Ordinary Shares	the A1 and A2 ordinary shares in the capital of NewCo
NewCo A1 Ordinary Shares	the ordinary shares of £0.20 each in the capital of NewCo
NewCo A2 Ordinary Shares	the ordinary shares of £0.20 each in the capital of NewCo
NewCo B Ordinary Shares	the ordinary shares of £1.00 each in the capital of NewCo

NewCo C Ordinary Shares	the unissued ordinary shares of £1.00 each in the capital of NewCo
NewCo Ordinary Shares Offer	the A1, A2, B and C ordinary shares in the capital of NewCo the recommended cash offer, to acquire at the Offer Price all of the Offer Shares, to be made by NewCo on the terms and conditions set out in this announcement and to be set out in the Offer Document and the Form of Acceptance and including, where the context admits, any subsequent revision, variation, extension or renewal of such offer
Offer Document	the document to be posted to WorkPlace Shareholders containing the formal terms and conditions of the Offer
Offer Period	the period beginning on and including 9 December 2011 and ending on the latest of (i) 1.00 pm (London time) on 30 December 2011; and (ii) the time and date on which the Offer becomes unconditional as to acceptances or lapses or is withdrawn
Offer Price	25 pence per Offer Share
Offer Shares	all of the WorkPlace Shares, but excluding the Roll-over Shares
Ordinary Resolution	the ordinary resolution to be proposed to the Independent WorkPlace Shareholders at the General Meeting (or any adjournment thereof) in accordance with the requirements of the Code to approve on a poll the arrangements between NewCo and the Management Team
Overseas Shareholders	WorkPlace Shareholders who are resident in, or nationals or citizens of, jurisdictions outside the UK or who are nominees of, or custodians, or trustees for, WorkPlace Shareholders who are citizens, residents or nationals of countries other than the UK
Panel	the Panel on Takeovers and Mergers
parent undertaking	has the meaning given to it by section 1162 of the Companies Act 2006
Public Announcement	any public announcement by WorkPlace to any Regulatory Information Service
Registrars	Capita Registrars Limited, WorkPlace's registrar
Regulations	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) (as amended)
Regulatory Information Service	any of the services set out in Appendix 3 to the Listing Rules published by the United Kingdom Listing Authority
Restricted Jurisdiction	the United States, Canada, Australia, and Japan and any other jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure for NewCo or WorkPlace if information or documentation concerning the Offer is sent or made available to Shareholders in that jurisdiction
Roll-over Shares	the Management Shares which are to be sold to NewCo pursuant to the terms of the Share Exchange Deed
Share Exchange Deed	the Share Exchange Deed dated 8 December 2011, pursuant to which NewCo has agreed, conditional on the Offer being declared unconditional, to acquire the Roll-over Shares
Shareholders or WorkPlace Shareholders	the registered holders of WorkPlace Shares from time to time
significant interest	in relation to an undertaking, an interest, direct or indirect, in 10 per cent. or more of the equity share capital (as defined in section 548 of the Companies Act 2006) of such undertaking
SNR Denton	SNR Denton UK LLP
Subscription and Shareholders Agreement	a subscription and shareholders agreement in respect of NewCo, dated 8 December 2011, pursuant to which LDC will, conditional on the Offer being declared unconditional, subscribe for shares and/or loan notes in NewCo and Anthony Knight will subscribe for certain NewCo Loan Notes
Subsidiary, subsidiary undertaking and undertaking	have the meanings given by sections 1159, 1161 and 1162 of the Companies Act 2006
Torch Partners uncertificated or in uncertificated form	Torch Partners Corporate Finance Limited recorded on the relevant register of the share or security concerned as being held in uncertificated form and title to which, by virtue of the Regulations may be transferred by means of CREST
United Kingdom or UK or United States or US	the United Kingdom of Great Britain and Northern Ireland the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all areas subject to its jurisdiction or any political sub-division thereof
US Holder	holders of WorkPlace Shares ordinarily resident in the US or with a registered address in the US, and any custodian, nominee or trustee holding WorkPlace Shares for persons in the US or with a registered address in the US
Wider WorkPlace Group	WorkPlace and its subsidiaries and subsidiary undertakings, associated undertakings (including any joint venture, partnership, firm or company in which any member of the WorkPlace Group is interested) or any other undertaking in which WorkPlace and/or such undertakings (aggregating their interests) have a significant interest
WorkPlace or the Company	WorkPlace, a public limited company registered in England and Wales under number 3966381
WorkPlace Board	the board of directors of WorkPlace
WorkPlace Directors	the directors of WorkPlace and each a " WorkPlace Director "
WorkPlace Group	WorkPlace and its subsidiary undertakings and parent undertakings, and any other subsidiary of its parent undertakings, in each case from time to time
WorkPlace Issued Share Capital	the 148,225,909 WorkPlace Shares in issue at the date of this announcement
WorkPlace Options	the options granted under or pursuant to the WorkPlace Share Option Schemes
WorkPlace Share Option Schemes	the WorkPlace Approved Share Option Scheme, the WorkPlace Unapproved Share Option Scheme, the WorkPlace Enterprise Management Incentive Scheme and the WorkPlace Savings-Related Share Option Scheme
WorkPlace Shares	the existing unconditionally allotted or issued and fully paid (or credited as fully paid) ordinary shares of 5 pence each in WorkPlace and any further such shares which are unconditionally allotted or issued fully paid (or credited as fully paid) in each case prior to the time at which the Offer ceases to be open for acceptance (or such earlier time, as NewCo may, with the Panel's consent or in accordance with the Code, decide), including shares unconditionally allotted or issued pursuant to the exercise of options under the WorkPlace Share Option Schemes or otherwise

In this announcement:

- all references to "pounds", "£" "p" "pence" or "penny" are to the lawful currency of the United Kingdom;
- the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include the feminine or neutral gender;
- all references to legislation are to English legislation, unless the contrary is indicated, and any reference to

any provision of any legislation includes any amendment, modification, re-enactment or extension thereof; and

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