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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

00400107

395

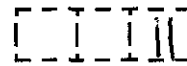
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



02766416

Name of company

* Infor Global Solutions (Farnborough II) Ltd (the "Company")

Date of creation of the charge

2 March 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

A deed of amendment dated 2 March 2007 (the "**Amendment Deed**") relating to the Debenture (and the Debenture as amended by the Amendment Deed, the "**Amended Debenture**") and the Share Charge made between, among others, the Company and JPMorgan Chase Bank, N.A. as administrative agent for the Secured Parties (the "**Administrative Agent**").

Amount secured by the mortgage or charge

Please see Schedule 2 attached to this Form 395.

A list of defined terms used in this Form 395 is set out in Schedule 1 attached to this Form 395.

Names and addresses of the mortgagees or persons entitled to the charge

JPMorgan Chase Bank, N.A., whose headquarters is at 270 Park Avenue, New York, NY 10017, United States of America, in its capacity as Administrative Agent.

Postcode

Presentor's name address and
reference (if any):

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
(via CH London Counter)

AJI/70-40019065/902123

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

463
19/03/2007

Short particulars of all the property mortgaged or charged

Please see Schedule 3 attached to this Form 395.

A list of defined terms used in this Form 395 is set out in Schedule 1 attached to this Form 395.

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this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

None.

Signed

Clifford Chance LLP

Date *19* March 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) †

**A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)**

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Schedules to Form 395 relating to a deed of amendment dated 2 March 2007 made between, among others, Infor Global Solutions (Farnborough II) Ltd (Company no.: 02766416) and JPMorgan Chase Bank, N.A.

SCHEDULE 1

DEFINITIONS

In this Form 395:

"Account Bank" has the meaning given to such term in the Amended Debenture.

"Administrative Agent" means JPMorgan Chase Bank, N.A. acting as administrative agent for the Secured Parties pursuant to the terms of the Credit Agreement and any of its successors and assigns.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Borrowers" means the Lux Borrower and the US Borrower.

"Charged Assets" means all the assets, rights and property, including, without limitation the Security Assets, of the Company which are the subject of any security constituted or intended to be constituted by the Amended Debenture.

"Chargors" means the UK Chargors and any company which accedes to the terms of the Amended Debenture pursuant to the terms of a duly executed Deed of Accession (each a **"Chargor"**).

"Co-Documentation Agents" means Goldman Sachs Credit Partners L.P., General Electric Capital Corporation, Wells Fargo Foothill, Inc. and Barclays Bank PLC.

"Collateral Agreement" means the guarantee and collateral agreement dated 28 July 2006 (as amended as of the Restatement Effective Date pursuant to the terms of the US Reaffirmation Agreement) between, among others, the Restricted Pledgors, the Borrowers and the Administrative Agent.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal or appointment of the management, of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms **"Controlling"** and **"Controlled"** have meanings correlative thereto.

"Co-Syndication Agents" means JPMorgan Chase Bank, N.A., Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"Credit Agreement" means the amended and restated credit agreement originally dated 28 July 2006 and amended and restated on 2 March 2007 (and as may be further amended and restated from time to time) between, amongst others, Infor Global Solutions Intermediate Holdings Limited, as Topco, Infor Lux Finance Company, as Holdings, Infor Global

Solutions European Finance, S.à R.L., as Lux Borrower, Infor Enterprise Solutions Holdings, Inc. (formerly known as Magellan Holdings, Inc.), as U.S. Borrower, the lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto, each as defined in such agreement.

"Currency Swap Agreement" has the meaning given to such term in the Credit Agreement.

"Debenture" means the debenture dated 28 July 2006 (as supplemented by a supplemental deed dated 31 July 2006 and a supplemental deed dated 27 October 2006 and a supplemental deed dated 22 November 2006) between the UK Chargors and the Administrative Agent.

"Deed of Accession" means a deed of accession to the Amended Debenture in the form set out at Schedule 3 (*Deed of Accession*) to the Amended Debenture.

"Delayed Draw Closing Date" means 31 July 2006.

"Delayed Draw Credit Agreement" means the amended and restated credit agreement dated 31 July 2006, among Topco, Holdings, the Borrowers, the lenders party thereto, the Administrative Agent, the Co-Syndication Agents and the Co-Documentation Agents.

"Euro Tranche B-1 Loan" means a loan made pursuant to clause (a) of Section 2.01 of the Credit Agreement.

"Existing Letters of Credit" means each letter of credit previously issued or deemed issued for the account of, or guaranteed by, any Borrower or any of its subsidiaries pursuant to the Original Credit Agreement or the Delayed Draw Credit Agreement that is outstanding on the Restatement Effective Date and issued by a Lender.

"First Extensity Proceeds Loan" has the meaning given to such term in the Credit Agreement.

"Fixtures" means, in relation to any freehold or leasehold property charged by or pursuant to the Amended Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company.

"GEAC Chargors" means Infor Global Solutions (Midlands II) Limited (f/k/a/ Extensity Software Solutions Limited), Infor Global Solutions-UK Intermediate Holdings Limited (f/k/a GEAC (UK) Holdings Limited), Infor Global Solutions EMEA Holdings Limited (f/k/a GEAC Enterprise Solutions Holdings Limited), Infor Global Solutions (Midlands) Limited (f/k/a GEAC Enterprise Solutions Limited), Infor Global Solutions UK Subholdings Limited (f/k/a GEAC UK Limited) and Infor Global Solutions (Midlands VI) Limited (f/k/a Tekserv Computer Services Limited).

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Holdings" means Infor Lux Finance Company, a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, registered with the Luxembourg register of trade and companies under section B number 118.070 and having a share capital of \$234,500.

"Initial Closing Date" means 28 July 2006.

"Insurances" means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are, from time to time, taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest.

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, utility models, business names, domain names, topographical or similar rights, copyrights (including rights in computer software), moral rights, inventions, confidential information and other intellectual property monopoly rights and all interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) which are material to the conduct of any Chargor's business as conducted or proposed to be conducted.

"Intercreditor Agreement" means the intercreditor agreement dated as of the Restatement Effective Date, among the Administrative Agent, the Second-Lien Administrative Agent, the Borrowers, the Lux Issuer and the other parties thereto.

"Issuers" means the Lux Issuer and the US Issuer.

"Issuing Bank" has the meaning given to such term in the Credit Agreement.

"Lenders" means the Persons who are Lenders under the Delayed Draw Credit Agreement immediately prior to the Restatement Effective Date, the Persons listed in Schedule 2.01 to the Credit Agreement and any other Person that shall have become a party to the Credit Agreement pursuant to Section 9.04 of the Credit Agreement, other than any such Person that ceases to be a party to the Credit Agreement pursuant to Section 9.04 of the Credit Agreement. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender under (and as defined in) the Credit Agreement.

"Letter of Credit" means any letter of credit issued pursuant to the Credit Agreement (including each Existing Letter of Credit).

"Loan Document" means the Credit Agreement, the Original Credit Agreement (solely with respect to representations and warranties made with respect to matters arising out of, or in any way related to, facts or events existing or occurring on or prior to the Delayed Draw Closing Date), the Delayed Draw Credit Agreement (solely with respect to representations and warranties made with respect to matters arising out of, or in any way related to, facts or events existing or occurring on or prior to the Restatement Effective Date and after the Delayed Draw Closing Date), any Incremental Facility Amendment (as defined in the Credit Agreement), the Collateral Agreement, the Intercreditor Agreement and the other Security Documents (as defined in the Credit Agreement).

"Loan Document Obligations" means (a) (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrowers under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrowers to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) all other obligations of the Borrowers under or pursuant to the Credit Agreement and each of the other Loan Documents, and (c) all the obligations of each other Loan Party under or pursuant to the Collateral Agreement and each of the other Loan Documents.

"Loan Parties" means the Borrowers and the Subsidiary Loan Parties (as defined in the Credit Agreement).

"Loans" means the loans made by the Lenders to the Borrowers pursuant to the Credit Agreement and any loans made by the Lenders to the Borrowers under the Original Credit Agreement or the Delayed Draw Credit Agreement that are outstanding on the Restatement Effective Date (which loans shall remain outstanding on the terms set forth in the Credit Agreement).

"Lux Borrower" means Infor Global Solutions European Finance S.à R.L., a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, registered with the Luxembourg register of trade and companies under section B number 107.138 and having a share capital of \$20,000.

"Lux Issuer" means Infor Lux Bond Company, a newly formed Luxembourg finance company.

"Material Contracts" means each contract and agreement (if any) listed in Schedule 7 (*Material Contracts*) of the supplemental deed to the Debenture dated 27 October 2006 together with any contract or agreements from time to time where the aggregate consideration at any time thereunder during the previous or next twelve month period is in excess of £300,000 (or its equivalent in any other currency).

"New Foreign Partnership" means Infor ISA Holdings, a société à responsabilité limitée organized under the laws of Luxembourg.

"Obligations" means (a) the due and punctual payment of the Loan Document Obligations, (b) to the extent designated by the Borrowers as "Obligations" under the Collateral Agreement (**provided** that any such obligations owed to the Administrative Agent shall be deemed "Obligations" under the Collateral Agreement), any obligations in respect of overdrafts and

related liabilities owed to a Lender or an Affiliate of a Lender arising from treasury, depositary or cash management services and (c) the due and punctual payment and performance of all obligations of each Loan Party (and, in the case of the Currency Swap Agreement, the Issuers) under each Swap Agreement that (i) is in effect on the Initial Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Initial Closing Date or (ii) is entered into after the Initial Closing Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into.

"Original Credit Agreement" means the credit agreement dated 28 July 2006, among Topco, Holdings, the Borrowers, the lenders party thereto, the Administrative Agent, the Co-Syndication Agents and the Co-Documentation Agents.

"Overseas Chargors" has the meaning given to such term in the Amendment Deed.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Premises" means all buildings and erections for the time being comprised within the Charged Assets.

"Realisation Account" means each account maintained from time to time by the Administrative Agent for the purposes of Clause 11.5 (*Contingencies*) of the Amended Debenture at such branch of an Account Bank as the Administrative Agent may from time to time approve.

"Related Rights" means:

- (a) any dividend or interest paid or payable in relation to any of the Shares;
- (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time, (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from any of the Shares; and
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above.

"Restatement Effective Date" means the date on which the conditions specified in Sections 4.01 and 4.02 of the Credit Agreement are satisfied (or waived in accordance with Section 9.02 of the Credit Agreement).

"Restricted Pledgors" means, collectively, (a) the Lux Issuer and (b) New Foreign Partnership.

"Second-Lien Administrative Agent" means Credit Suisse, Cayman Islands Branch, in its capacity as administrative agent under the Second-Lien Credit Agreement

"Second-Lien Credit Agreement" means the second-lien credit agreement dated as of the Restatement Effective Date, among Topco, Holdings, the Borrowers, the lenders party

thereto, the Second-Lien Administrative Agent, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, as co-syndication agents, and Goldman Sachs Credit Partners L.P., General Electric Capital Corporation and Barclays Bank PLC, as co-documentation agents.

"Secured Parties" means (a) the Lenders, (b) the Administrative Agent, (c) the Issuing Bank, (d) each counterparty to any Swap Agreement with a Loan Party the obligations in respect of which constitute Obligations, (e) each provider of treasury, depository or cash management services the liabilities in respect of which constitute Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (g) the successors and permitted assigns of each of the foregoing.

"Security Assets" has the meaning set out in Schedule 3 to this Form 395.

"Share Charge" means the security over shares agreement dated 28 July 2006 (as supplemented by a supplemental deed dated 31 July 2006) between the Overseas Chargors and the Administrative Agent.

"Shares" means the shares specified in Schedule 5 (*Charged Shares*) of the supplemental deed to the Debenture dated 27 October 2006 and all other stocks, shares, debentures, bonds or (without limitation) other securities owned either legally or beneficially at any time now or in the future by the Company, **provided that** this definition shall not include any shares issued by an unlimited company.

"SU Bridge Refinancing" means the prepayment of any amount owing to the Lux Issuer in respect of the First Extensivity Proceeds Loan (together with accrued but unpaid interest thereon).

"SU Chargors" means Systems Union Group Limited, Infor Global Solutions (Farnborough) Ltd (f/k/a Systems Union Holdings Limited), Infor Global Solutions (Farnborough II) Ltd (f/k/a Systems Union Limited), Infor Global Solutions (Herts) Ltd (f/k/a Foundation Systems Limited), Pegasus Group Limited and Infor Global Solutions (Witney) Limited (f/k/a Red Technology Services Limited).

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, **provided that** no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Topco or its subsidiaries shall be a Swap Agreement.

"Topco" means Infor Global Solutions Intermediate Holdings Limited, a company organised under the laws of the Cayman Islands.

"UK Chargors" means the GEAC Chargors, the SU Chargors, Infor Global Solutions Limited, Infor Global Solutions UK (Process) Limited, Infor Global Solutions UK Limited,

Infor (UK) Holdings Limited, Datastream Systems (UK) Limited, Extensity UK Holdings Limited and Sugar Acquisition Limited.

"US Borrower" means Infor Enterprise Solutions Holdings, Inc. (f/k/a Magellan Holdings, Inc.), a Georgia corporation.

"US Issuer" means the US Borrower, in its capacity as the US Issuer under the Credit Agreement.

"US Reaffirmation Agreement" means the reaffirmation agreement dated as of the Restatement Effective Date, among the Lux Issuer, New Foreign Partnership, Holdings, the Borrowers, the other subsidiaries of Topco party thereto and the Administrative Agent.

"Whitewash Completion Date" means the date on which all the SU Chargors have complied with the requirements set out in Clause 13.3 of the Amended Debenture.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

- (a) In relation to the GEAC Chargors, the Obligations that are subject to the guarantee provided in the Collateral Agreement by each of the GEAC Chargors;
- (b) in relation to the SU Chargors, (i) on and after the Restatement Effective Date but prior to the Whitewash Completion Date, all of the Obligations except the Obligations in respect of such portion of the Euro Tranche B-1 Loans as is used for the SU Bridge Refinancing; and (ii) on and after the Whitewash Completion Date, all of the Obligations;
- (c) in relation to any Chargor being a direct or indirect, wholly or not wholly owned subsidiary of any stock corporation under German law (*Aktiengesellschaft*) (the "**German Stock Corporation**"), all of the Obligations except any Obligations relating to the acquisition of any stocks in such German Stock Corporation and falling within the scope of Section 71a of the German Stock Corporation Act (*Aktiengesetz*);
- (d) in relation to any other Chargor, all of the Obligations,

provided, however, that no obligation or liability shall be secured by the Amended Debenture to the extent that, if they were so secured, the Amended Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 to 158 of the Companies Act 1985 (the "Secured Obligations").

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF FIXED SECURITY

1.1 Fixed Charges

Pursuant to Clause 3.1 (*Fixed Charges*) of the Amended Debenture, subject to the provisions of Clause 6 (*Security over Guaranteed Loan Note Account*) of the Amended Debenture, the Company, as continuing security for the payment, discharge and performance of all the Secured Obligations, with full title guarantee, charged and agreed to charge in favour of the Administrative Agent for the benefit of the Secured Parties:

- 1.1.1 by way of first legal mortgage, all of the property (if any) specified in relation to the Company in Schedule 3 (*Mortgaged Property*) of the supplemental deed to the Debenture dated 27 October 2006 together with all Premises and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary third party's consent to such mortgage;
- 1.1.2 by way of first legal mortgage, all estates or interests in any freehold, leasehold or other immovable property wherever situated now belonging to it (to the extent that the same are not the subject of a mortgage under Clause 3.1.1 of the Amended Debenture) and all Premises and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary third party's consent to such mortgage;
- 1.1.3 by way of first fixed charge (to the extent that the same are not the subject of a mortgage under Clause 3.1.1 or 3.1.2 of the Amended Debenture) all present and future estates or interests in any freehold, leasehold or other immovable property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property wherever situated, now or hereafter belonging to it and all Premises and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary third party's consent to such mortgage;

1.1.4 by way of first fixed charge:

- (a) all plant and machinery, computers and vehicles now or in the future owned by the Company and its interest in any plant, machinery, computers and vehicles in the Company's possession other than any part of the Company's stock in trade or work in progress from time to time;
- (b) to the extent not effectively assigned under Clause 4.1 (*Assignments*) of the Amended Debenture all rights, interests and benefits to and in respect of the Insurances and all claims (and proceeds thereof) and returns of premiums in respect thereof to which the Company is now or may at any future time become entitled;
- (c) all of the Company's present and future book and other debts, and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including, in each case, the proceeds of the same, all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce such debts; provided that without prejudice to any other provision of Clause 3 (*Creation of Fixed Security*) of the Amended Debenture such proceeds shall be released automatically from the fixed charge effected by Clause 3.1.4 (c) of the Amended Debenture upon these proceeds being credited to any Realisation Account;
- (d) its present and future interest in all stocks, shares, debentures, notes, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time together with all Related Rights accruing thereto not charged pursuant to Clause 3.3 (*Charge on Shares*) of the Amended Debenture (the "**Security Assets**");
- (e) (to the extent that the same do not fall within any other sub-clause of Clause 3.1.4 of the Amended Debenture and are not effectively assigned under Clause 4.1 (*Assignments*) of the Amended Debenture) and to the extent not specifically prohibited by the terms thereof all of the Company's rights and benefits under all Material Contracts;
- (f) any beneficial interest, claim or entitlement of the Company to any assets in any pension fund;
- (g) all of the Company's present and future goodwill (including all brand names not otherwise subject to a fixed charge under the Amended Debenture);
- (h) the benefit of all present and future licences, subject to any required consents from unaffiliated third parties to such charge being obtained, consents and authorisations (statutory or otherwise) held in connection

with the Company's business or the use of any of the Charged Assets, subject to any required consents from unaffiliated third parties to such charge being obtained and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

- (i) all of the Company's present and future uncalled capital; and
- (j) all of the Company's present and future Intellectual Property Rights (including the Intellectual Property Rights, if any, specified in Schedule 4 (*Intellectual Property Rights*) of the supplemental deed to the Debenture dated 27 October 2006), subject to any required consents from unaffiliated third parties to such charge being obtained (and the Company using all reasonable endeavours to obtain such consents). To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) and, if the same is required, pending the grant of any such consent as aforesaid or otherwise the charge thereof purported to be effected by Clause 3.1.4(j) of the Amended Debenture shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations.

1.2 Leasehold Interests and Material Contracts Containing Prohibition on Charging

Pursuant to Clause 3.2 (*Fixed Leasehold Interests and Material Contracts Containing Prohibition on Charging*) of the Amended Debenture, there shall be excluded from the charge created by Clause 3.1 (*Fixed Charges*) of the Amended Debenture (i) any leasehold property held by the Company under a lease the terms of which either preclude absolutely the Company from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge and, (ii) without prejudice to Clause 4.2 (*Non-Assignable Material Contracts*) of the Amended Debenture, any Material Contract the charge over which by its terms (A) is prohibited by legally enforceable provisions of any contract or agreement governing such contract, (B) would give any other party to such contract or agreement a legally enforceable right to terminate its obligations thereunder or (C) is permitted only with the consent of another party, if the requirement to obtain such consent is legally enforceable and such consent has not been obtained.

1.3 Charge on Shares

Pursuant to Clause 3.3 (*Charge on Shares*) of the Amended Debenture, the Company, as continuing security for the payment, discharge and performance of all the Secured Obligations, with full title guarantee:

- 1.3.1 mortgaged and charged and agreed to mortgage and charge to the Administrative Agent (for the benefit of the Secured Parties), the Shares held now or in the future by it and/or any nominee on its behalf, by way of first equitable mortgage; and
- 1.3.2 mortgaged and charged and agreed to mortgage and charge to the Administrative Agent (for the benefit of the Secured Parties), the Related Rights held now or in the future by it and/or any nominee on its behalf, by way of first equitable mortgage; and
- 1.3.3 (to the extent they were not effectively mortgaged or charged pursuant to Clause 3.3.1 or 3.3.2 of the Amended Debenture), charged the Shares and the Related Rights held now or in the future by it and/or any nominee on its behalf, by way of first fixed charge.

2. ASSIGNMENTS

2.1 Assignments

Pursuant to Clause 4.1 (*Assignments*) of the Amended Debenture, subject to Clause 4.2 (*Non-Assignable Material Contracts*) of the Amended Debenture, the Company, as continuing security for the payment, discharge and performance of all Secured Obligations, with full title guarantee, assigned and agreed to assign to the Administrative Agent for the benefit of the Secured Parties:

- 2.1.1 all of its rights, title, interests (if any) to all proceeds of the Insurances received by the Company; and
- 2.1.2 (to the extent the same do not fall within any other provision of Clause 4 (*Assignments*) of the Amended Debenture) all of its rights, title, interest and benefits under any Material Contracts, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it,

in each case, together with the benefit of all powers and remedies for enforcing the same.

2.2 Non-Assignable Material Contracts

Pursuant to Clause 4.2 (*Non-Assignable Material Contracts*) of the Amended Debenture, to the extent that any right, title and interest described in Clause 4.1.2 of the Amended Debenture was not assignable or capable of assignment:

- 2.2.1 the assignment purported to be effected by Clause 4.1.2 of the Amended Debenture shall operate as an assignment of any and all damages,

compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, with full title guarantee as continuing security for the payment, discharge and performance of the Secured Obligations; and

- 2.2.2 the Company shall hold the benefit of any such right, title and interest on trust for the Administrative Agent.

3. FLOATING CHARGE

3.1 Creation of Floating Charge

Pursuant to Clause 5.1 (*Floating Charge*) of the Amended Debenture, subject to the provisions of Clause 6 (*Security over Guaranteed Loan Note Account*) and Clause 5.3 (*Postponement of rights*) of the Amended Debenture, the Company, as continuing security for the payment, discharge and performance of the Secured Obligations, with full title guarantee and by way of a first floating charge, charged in favour of the Administrative Agent (for the benefit of the Secured Parties), all its undertaking, property, assets and rights whatsoever and wheresoever both present and future to the extent such assets have not otherwise been validly and effectively mortgaged or charged pursuant to Clause 3 (*Creation of Fixed Security*) or Clause 4 (*Assignments*) of the Amended Debenture (the "**Floating Charge Assets**").

- 3.2 Pursuant to Clause 5.2.4 of the Amended Debenture, the floating charge created under the Amended Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. FURTHER ASSURANCE

The Amended Debenture contains covenants for further assurance.

5. NEGATIVE PLEDGE

The Amended Debenture contains a negative pledge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02766416

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF AMENDMENT DATED THE 2nd MARCH 2007 AND CREATED BY INFOR GLOBAL SOLUTIONS (FARNBOROUGH II) LTD FOR SECURING ALL SUMS DUE, OR TO BECOME DUE UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd MARCH 2007.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —