

# M

## COMPANIES FORM No. 395

00400107

### Particulars of a mortgage or charge

# 395

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

CHFP025

Please do not  
write in  
this margin

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

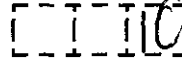
\*insert full name  
of Company

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 reaffirmation agreement dated 2 March 2007 (the "**Reaffirmation Agreement**") made between, among others, the Company and JPMorgan Chase Bank, N.A. as administrative agent under the Credit Agreement (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 are 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  
Canary Wharf  
London E14 5JJ

A/C 00400107

Time critical reference

CWKL/70-40019065/AJI

For official Use (06/2005)

Mortgage Section

Post room



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.

Please do not  
write in  
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 reaffirmation agreement 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:

The terms "Accounts", "Chattel Paper", "Deposit Accounts", "Documents", "Equipment", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit rights" and "Commercial Tort Claims" shall have the meanings specified in Article 9 of the New York UCC.

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"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.

"Article 9 Collateral" has the meaning given to such term in Schedule 3 of this Form 395.

"Borrower-Extensy UK Loan" has the meaning given to such term in the Credit Agreement.

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

"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 as of 28 July 2006 (as amended on 2 March 2007 pursuant to the terms of the Reaffirmation Agreement) between, among others, the Restricted Pledgors, the Borrowers, the Company, Holdings and the Administrative Agent.

"Contractual Obligation" means, as to any Person, any obligation of such Person under any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its property is bound.

"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 Agreements"** has the meaning given to such term in the Credit Agreement.

**"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.

**"Delayed Draw Term Loan"** means each Delayed Draw Term Loan as defined in and under the Delayed Draw Credit Agreement that is outstanding on the Restatement Effective Date (which Loans shall remain outstanding thereunder on the terms set forth therein). On the Restatement Effective Date, the aggregate outstanding principal amount of the Delayed Draw Term Loans was \$598,500,000.

**"Equity Interests"** means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

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

**"Event of Default"** has the meaning given to such term in Section 7.01 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.

**"Financial Officer"** of any Person means the chief financial officer, vice president of finance, principal accounting officer, treasurer or controller of such Person (or, in the case of any Person that is a Foreign Subsidiary, a director of such Person).

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

**"foreign jurisdiction"** means a jurisdiction other than the United States of America, any state thereof or the District of Columbia.

**"Foreign Subsidiary"** means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America, any State thereof or the District of Columbia.

**"GAAP"** means generally accepted accounting principles in the United States of America.

**"GEAC Grantors"** 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).

**"General Intangibles"** means all choses in action and causes of action and all other intangible personal property of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Swap Agreements and other agreements), Intellectual Property, Software, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

**"German Collateral"** means all Property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by the German Security Documents (as defined in the Collateral Agreement).

**"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).

**"Grantors"** has the meaning given to such term in the Collateral Agreement.

**"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.

**"Infor Holdings"** means Infor Global Solutions AG, a limited liability company organised in Switzerland.

**"Initial Closing Date"** means 28 July 2006.

**"Initial Euro Term Loan"** means each Initial Euro Term Loan as defined in and under the Delayed Draw Credit Agreement that is outstanding on the Restatement Effective Date (which Loans shall remain outstanding hereunder on the terms set forth herein). On the Restatement

Effective Date, the aggregate outstanding principal amount of the Initial Euro Term Loans is €399,287,486.99.

**"Initial Term Loans"** means, collectively, the Initial US Term Loans and the Initial Euro Term Loans.

**"Initial US Term Loan"** means each Initial U.S. Term Loan as defined in and under the Delayed Draw Credit Agreement that is outstanding on the Restatement Effective Date (which Loans shall remain outstanding hereunder on the terms set forth herein). On the Restatement Effective Date, the aggregate outstanding principal amount of the Initial US Term Loans is \$1,147,125,000.

**"Intellectual Property"** means the collective reference to all rights, title and interest in or relating to intellectual property and industrial property, whether arising under United States, multinational or foreign laws or otherwise, including (a) all works of authorship, copyrights, mask work rights, database rights and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith, together with all renewals, continuations, reversions and extensions thereof and all rights to obtain such renewals, continuations, reversions and extensions (collectively, **"Copyrights"**), (b) all letters patents, all applications for such letters patent and all divisionals, continuations and continuations-in-part thereof, together with all reissues, re-examinations, renewals and extensions of the foregoing, and all rights to obtain such divisionals, continuations, continuations-in-part, reissues, re-examinations, renewals and extensions (collectively, **"Patents"**), (c) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and, in each case, all goodwill associated therewith and all registrations and recordings thereof and all applications in connection therewith (other than intent-to-use trademark applications, **provided** that upon the filing and acceptance of an amendment to allege use or a statement of use with the United States Patent and Trademark Office, such trademark application shall be included in the definition of Trademarks)), together with all renewals and extensions thereof and all rights to obtain such renewals and extensions (collectively, **"Trademarks"**), (d) all trade secrets, (e) all internet domain names, (f) all Contractual Obligations providing for the grant of any right to or under any Intellectual Property (collectively, **"Licences"**) and (g) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable.

**"Intercreditor Agreement"** means the intercreditor agreement dated 2 March 2007, between, among others, 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).

**"Lien"** means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

**"Liquidating Subsidiaries"** has the meaning assigned to such term in Section 5.16(a) of the Credit Agreement.

**"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.

**"Luxembourg Collateral"** means all Property of the Loan Parties, now or hereafter acquired, upon which a Lien is purported to be created by the Luxembourg Security Documents (as defined in the Collateral Agreement).

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

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

**"New York UCC"** means the Uniform Commercial Code as from time to time in effect in the State of New York.

**"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.

**"Perfection Certificate"** means a certificate substantially in the form of Exhibit II to the Collateral Agreement, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer.

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

**"Pledged Collateral"** has the meaning given to such term in Schedule 3 of this Form 395.

**"Pledged Debt Securities"** has the meaning given to such term in Schedule 3 of this Form 395.

**"Pledged Securities"** means any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

**"Pledged Stock"** has the meaning given to such term in Schedule 3 of this Form 395.

**"Proceeds"** has the meaning specified in Section 9-102 of the New York UCC.



**"Property"** means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including Equity Interests.

**"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.

**"Revolving Loan"** has the meaning given to such term in the Credit Agreement.

**"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 assigns of each of the foregoing.

**"Security Document"** has the meaning given to such term in the Credit Agreement.

**"Security Interest"** has the meaning given to such term in Schedule 3 of this Form 395.

**"Software"** means any and all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code; databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and all documentation including user manuals and other training documentation related to any of the foregoing.

**"SSA Global Acquisition Consideration"** has the meaning given to such term in the Credit Agreement.

**"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).

**"subsidiary"** means, with respect to any Person (the **"parent"**) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

**"Subsidiary"** means any subsidiary of Topco; **provided, however**, that no reference to the term "Subsidiary" or "Subsidiaries" shall be meant to include any Liquidating Subsidiary, except to the extent otherwise provided in Section 5.16(a) of the Credit Agreement.

**"SU Grantors"** 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 the Subsidiaries shall be a Swap Agreement.

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

**"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 "US Issuer" under the Credit Agreement.

**"Whitewash Completion Date"** means the date on which the SU Grantors shall have complied with the requirements set forth in Section 4.03(k) of the Collateral Agreement.

## SCHEDULE 2

### AMOUNT SECURED BY THE MORTGAGE OR CHARGE

(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 (the "Obligations"), provided, however, that:

- (i) the security provided in the Collateral Agreement by the GEAC Grantors shall be limited to (x) Obligations in respect of such part of the Initial Term Loans as is used to pay the SSA Global Acquisition Consideration, (y) Obligations in respect of such part of the Delayed Draw Term Loans as is used to fund the Borrower-Extensivity UK Loan and (z) Obligations in respect of the Revolving Loans and the Euro Tranche B-1 Loans;
- (ii) the security provided in the Collateral Agreement by the SU Grantors shall (x) on and after the Restatement Effective Date but prior to the Whitewash Completion Date, include 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 (y) on and after the Whitewash Completion Date, include all of the Obligations;
- (iii) any guarantee, indemnity or other liability of or by any Grantor incorporated under the laws of England and Wales (each a "UK Grantor") shall not apply to the extent it would constitute unlawful financial assistance within the meaning of Sections 151 to 158 of the Companies Act 1985.

### SCHEDULE 3

#### SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

##### 1. PLEDGE OF SECURITIES

Under the Collateral Agreement, subject to Section 7.16, Section 2.07(c) and the limitation set forth in clause (V) of the proviso of Section 4.01 of the Collateral Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, the Company pledged to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in, all of the Company's right, title and interest in, to and under (i) the shares of capital stock and other Equity Interests owned by it and listed on Schedule II to the Collateral Agreement and any other Equity Interests obtained in the future by the Company and, in all such cases, the certificates representing all such Equity Interests (such shares and other Equity Interests referred to in this clause (i), collectively, the "**Pledged Stock**"); (ii)(A) the debt securities listed opposite the name of the Company on Schedule II to the Collateral Agreement, (B) any debt securities or intercompany loans or advances in the future issued to the Company and (C) the promissory notes and any other instruments evidencing such debt securities held by the Company (the "**Pledged Debt Securities**"); (iii) all other property that may be delivered by the Company to and held by the Administrative Agent pursuant to the terms of Section 3.01 (*Pledge*) of the Collateral Agreement; (iv) subject to Section 3.06 (*Voting rights; Dividends and Interest*) of the Collateral Agreement, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (A) and (B) above and the property referred to in clause (C) above; (v) subject to Section 3.06 (*Voting rights; Dividends and Interest*) of the Collateral Agreement, all rights and privileges of the Company with respect to the securities and other property referred to in clauses (i), (ii), (iii) and (iv) above; and (vi) subject to Section 3.06 (*Voting rights; Dividends and Interest*) of the Collateral Agreement, all Proceeds of any of the foregoing (the items referred to in clauses (i) through (vi) above being collectively referred to as the "**Pledged Collateral**"), provided that the Pledged Collateral shall not include (1) Equity Interests of Subsidiaries that are not directly held by the Company (2) more than 65% of the outstanding Equity Interests (of any class) of (x) the Subsidiaries set forth on Schedule 1.02(a) to the Credit Agreement and (y) Infor Holdings if, at any time, the pledge of a greater percentage would result in incremental taxes to be paid pursuant to Section 6.08(a)(iv) of the Credit Agreement in excess of \$1,000,000, (3) more than 65% of the outstanding Equity Interests (of any class) in any additional Subsidiary formed or acquired after the Initial Closing Date, if the pledge of any greater percentage of the Equity Interests of such additional Subsidiary would result in material adverse tax consequences to the Borrowers (as determined in good faith by the Borrowers), (4) Equity Interests in Liquidating Subsidiaries (except to the extent that such Liquidating Subsidiaries otherwise are

deemed to be Subsidiaries pursuant to Section 5.16(a) of the Credit Agreement), (5) so long as the annual revenue of such entity is less than \$10,000,000, Equity Interests in Geac Computers (M) Sdn. Bhd and Geac Computers (Thailand) Limited, (6) Equity Interests in the Subsidiaries set forth on Schedule 1.02(b) to the Credit Agreement and (7) Equity Interests of any Foreign Subsidiary organised under the laws of Australia.

## 2. SECURITY INTERESTS IN PERSONAL PROPERTY

Under the Collateral Agreement, subject to Section 7.16 of the Collateral Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, the Company pledged to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in, all right, title or interest in or to any and all of the following assets and properties owned at the date of the Collateral Agreement or at any time thereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "**Article 9 Collateral**"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all cash and Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;
- (vii) all Instruments;
- (viii) all Inventory;
- (ix) all Investment Property;
- (x) all Software;
- (xi) all Letter-of-Credit rights;
- (xii) all Commercial Tort Claims (as described in Schedule 6 to the Perfection Certificate);
- (xiii) all books and records pertaining to the Article 9 Collateral; and
- (xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing,

provided that notwithstanding anything to the contrary in the Collateral Agreement, in no event shall the security interest granted under Section 4.01 (*Security Interest*) of the Collateral Agreement attach to any (I) General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement to which the Company is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (x) the abandonment, invalidation or unenforceability of any right, title or interest of the Company therein, (y) a violation of a valid and enforceable restriction in respect of such General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement or other such rights (1) in favour of a third party or (2) under any law, regulation, permit, order or decree of any Governmental Authority, unless and until all required material consents shall have been obtained or (z) a breach or termination (or result in any party thereto having the right to terminate) pursuant to the terms of, or a default under, such General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC or any other applicable law or principles of equity), **provided, however**, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or breach or termination, as the case may be, shall be remedied and, to the extent severable, shall attach immediately to any portion of such General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement that does not result in any of the consequences specified in the immediately preceding clause (x), (y) or (z) including, without limitation, any proceeds of such General Intangible, Instrument, licence, property rights, permit or any other contract or agreement; (II) the Equity Interests of any Foreign Subsidiary excluded from "Pledged Collateral" pursuant to Section 3.01 (*Pledge*) of the Collateral Agreement; (III) any property to the extent a Lien is granted thereon under any other Security Document governed by the law of a foreign jurisdiction as security for the payment and performance of any of the Obligations; (IV) any tax accounts, trust accounts or payroll accounts; (V) any corporation, partnership, limited liability company, trust or any other entity in which the Company owns 50% less of the equity interests thereof, to the extent the Company is prohibited from granting a Lien thereon or must obtain the consent of a third party to pledge or assign such interest, **provided** that such prohibition against granting a Lien thereon is permitted by Section 6.10 of the Credit Agreement; (VI) any assets (other than any General Intangible, Instrument, licence, property right, health-care-insurance receivable, permit or any other contract or agreement) owned by the Company that are subject to a Lien permitted by the Credit Agreement and with respect to which, the Company is not permitted to grant a second-priority Lien thereon, provided that such prohibition against granting a second-priority Lien thereon is permitted by Section 6.10 of the Credit Agreement; and (VII) any Luxembourg Collateral or German Collateral. Notwithstanding anything to the contrary contained in this definition, the terms "Article 9 Collateral" and "Collateral" shall not include any intent-to-use trademark or service mark application included in General Intangibles if granting such security interest or

the exercise of any Secured Party's remedies herein would result in an assignment of such applications to the Administrative Agent or the Secured Parties upon an Event of Default that would be deemed to invalidate, void, cancel, or abandon such applications, provided that the foregoing exclusion shall in no way be construed to include an amendment to allege use or statement of use. For the avoidance of doubt, with respect to Intellectual Property, the grant of a security interest herein is not an assignment of Intellectual Property to the Administrative Agent.

3. **FURTHER ASSURANCE**

The Collateral Agreement contains covenants for further assurance.

4. **NEGATIVE PLEDGE**

The Credit Agreement contains a negative pledge.

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## 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 REAFFIRMATION AGREEMENT DATED THE 2nd MARCH 2007 AND CREATED BY INFOR GLOBAL SOLUTIONS (FARNBOROUGH II) LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS AND EACH LOAN PARTY TO J P MORGAN CHASE BANK, N.A., IN ITS CAPACITY AS ADMINISTRATIVE AGENT, A LENDER OR AN AFFILIATE OF A LENDER AND ANY OF THE SECURED PARTIES 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.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES