

Company Number: 2766416

COMPANIES ACT 1985 AND 1989
COMPANY LIMITED BY SHARES
SHAREHOLDERS' WRITTEN RESOLUTION
OF
SYSTEMS UNION LIMITED
(the "Company")



The undersigned, being at the date hereof all the members of the Company entitled to receive notice of and to attend and vote at a general meeting of the Company, hereby unanimously RESOLVE and agree the following resolutions pursuant to and in accordance with Section 381A of the Companies Act 1985 (as amended) (the "Act") and such resolutions shall be for all purposes as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held:

SPECIAL RESOLUTION

1. Amend the Articles of Association

THAT the Articles of Association of the Company shall be and are hereby amended by the deletion of the existing Articles 9, 10, 11, 12 inclusively and the addition of the following as new Articles:

- "9. Regulation 24 of Table A shall not apply to the Company.
10. Notwithstanding anything contained in these articles, the directors will register any transfer of shares and may not suspend registration of such shares where such transfer:
 - (a) is to the bank or institution or other person to which such shares have been charged by way of security, whether as agent for a group of banks or institutions or otherwise, or to any nominee or any transferee of such a bank or institution (a "Secured Institution"); or
 - (b) is delivered to the Company for registration by a Secured Institution in order to perfect its security over the shares; or
 - (c) is executed by a Secured Institution pursuant to the power of sale or other such power under such security.
11. Notwithstanding anything to the contrary contained in these Articles, no transferor of any share in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be subject of

any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these Articles or otherwise howsoever to require such shares to be transferred to them, for consideration or not."

1.1 The re-numbering of all Articles to reflect these amendments.

2. Amend the Memorandum of Association

2.1 IT IS RESOLVED THAT the Company's Memorandum of Association shall be and is hereby amended by the addition of the following as a new Clause 3.2.4 after Clause 3.2.3:

"To give, directly or indirectly, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company financial assistance of any kind that may lawfully be given to any person or company in any manner on any terms for any purposes whatsoever and in particular (but without prejudice to the generality of the foregoing) for the purpose of the acquisition of shares in the Company and any other company which is for the time being a holding or subsidiary company of the Company and/or any reduction or discharge of a liability incurred by any person for the purposes of such acquisition and to give such assistance by any means permitted by law."

3. Approval of financial assistance

IT IS RESOLVED THAT the Company be and is hereby authorised to give financial assistance under sections 155-185 (inclusive) of the Act to Sugar Acquisition Limited, a company incorporated in England and Wales, for the purpose of the acquisition of the entire issued share capital of the Systems Union Group Limited.

4. Approval of documents

4.1 IT IS RESOLVED THAT the Company approve the following documents to be entered into by it:

(a) a draft accession agreement to the intercreditor agreement dated 28 July 2006 as amended and restated from time to time and made between, amongst others, Infor Lux Bond Company, the Borrowers, the Senior Creditors listed therein, the Subordinated Creditors Listed therein, JPMorgan Chase Bank, N.A. as Security Agent, Bridge Agent and Senior Agent (each as defined therein) (the "Intercreditor Accession Agreement") whereby the Company will be acceding as a New Obligor;

(b) a draft supplement to the affiliate subordination agreement dated 28 July 2006 between, among others, the Subordinated Lenders named therein, the Subordinated Borrowers named therein, the Borrowers and JPMorgan Chase Bank, N.A. as the administrative agent (the "Administrative Agent") for the benefit of the Senior Lenders as defined therein (the "Senior Affiliate Subordination Agreement") (the "Senior Subordination Agreement Supplement No. 3") whereby the Company will become a Subordinated Lender;

(c) a draft supplement to the Senior Affiliate Subordination Agreement (the "Senior Subordination Agreement Supplement No. 4") whereby the Company will become a Subordinated Borrower;

(d) a draft supplement to the affiliate subordination agreement dated 28 July 2006 between, among others, the Subordinated Lenders named therein, the Subordinated Issuers named therein, Infor Lux Bond Company, Infor Enterprise Solutions Holdings, Inc and the Administrative Agent for the benefit of the Bridge Lenders as defined therein (the "Bridge Affiliate Subordination Agreement") (the "Bridge Subordination Agreement Supplement No. 3"), whereby the Company will become a Subordinated Lender;

(e) a draft supplement to the Bridge Affiliate Subordination Agreement (the "Bridge Affiliate Subordination Agreement No. 4"), whereby the Company will become a Subordinated Issuer;

(f) a draft supplement to the guarantee and collateral agreement dated 28 July 2006, as supplemented from time to time, and between, among others, Infor Lux Bond Company, Infor ISA Holdings, Infor Lux Finance Company, the Borrowers and the Administrative Agent (the "Senior GCA Supplement No. 2"), whereby the Company will become a Subsidiary Party (and accordingly a Guarantor and a Grantor) and as security for the payment of the loans in full and performance of the obligations under the loan documents shall create and grant to the Administrative Agent (i) a guarantee; and (ii) a charge over all of its rights, title and interest in and to assets and properties now owned or owned in the future;

(g) a draft supplement to the bridge guarantee and collateral agreement dated 28 July 2006, as supplemented from time to time, and between, among others, Infor Lux Bond Company and Infor Enterprise Solutions Holdings, Inc as issuers, Infor ISA Holdings, Infor Lux Finance Company, Infor Global Solutions European Finance S.à.R.L. as borrower and the Administrative Agent (the "Bridge GCA Supplement No. 2"), whereby the Company will become a Subsidiary Party and a Guarantor and as security for the payment of the loans in full and performance of the obligations under the loan documents shall create and grant a guarantee to the Administrative Agent;

(h) a draft supplemental deed to the debenture dated 28 July 2006 as amended and restated from time to time and made between various chargors identified therein and the Administrative Agent (the "Debenture Supplemental Deed") whereby the Company shall (i) covenant with the Administrative Agent the payment, performance and discharge of all obligations which the Company may at any time have to the Administrative Agent on behalf of the Secured Parties under or pursuant to the loan documents; and (ii) grant fixed and floating charges over, inter alia, its property, assets (including Intellectual Property Rights) and securities for the benefit of the Administrative Agent; and

(i) an intercompany note, dated 31 August 2006 and governed and construed in accordance with the law of the state of New York, entered into by the Company as Issuer (the "Intercompany Note"), whereby each of the Issuers (as defined therein) promises to pay to the order of the Holders (as defined therein) all amounts as may be

owing from time to time by each such Issuer to each such Holder under the Intercompany Note,

(together the "Financial Assistance Documents").

4.2 IT IS FURTHER RESOLVED THAT the Company approve

- (a) any other documents ancillary to, or in connection with, the Financial Assistance Documents or the transactions contemplated thereby, including, without limitation, any intra-group loans which may be put in place between the Company and Infor Global Solutions Intermediate Holdings Limited or any of its subsidiaries (the "Group") to service debt payments and any working capital requirements of the Group; and
- (b) any fees or expenses reasonably incurred and documented in connection with the transaction.

Signed by:-



Authorised Signatory
for and on behalf of
Systems Union Holdings Limited

Dated: 25 October 2006



Authorised Signatory
for and on behalf of
Systems Union Group Limited