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CHWP000

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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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02766416

Name of company

* Infor Global Solutions (Farnborough II) Ltd

Note
Please read the notes
on page 3 before
completing this form

* insert full name
of company

We ~~ø~~ Jochen Berthold Kasper, of Augustinerstrasse 15, Saarlouis, 66740, Germany, and George
Bisnought, of Flower Hill, Surley Row, Caversham, Berkshire RG4 8ND, England

ø insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~[the sole director]~~ [all the directors]† of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever
is inappropriate

(a) that of a ~~[recognised bank]~~ [licensed institution]† within the meaning of the Banking Act 1979§

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom§

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in
the ~~[company]~~ [company's holding company] Systems Union Group

Limited†

The assistance is for the purpose of ~~[that acquisition]~~ [reducing or discharging a liability incurred for the
purpose of that acquisition] †

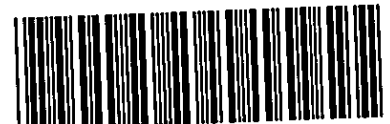
The number and class of the shares acquired or to be acquired is Please see Section A in the
Addendum

Presenter's name address and
reference (if any)

Kirkland & Ellis
International LLP
30 St Mary Axe
London EC3A 8AF 11807090

For official Use (02/06)
General Section

MONDAY



LD6 *L6FTNQ4G* 04/06/2007
COMPANIES HOUSE

173

The assistance is to be given to (note 2) Sugar Acquisition Limited, c/o Kirkland & Ellis International LLP,
30 St Mary Axe, London, EC3A 8AF

Please do not
write in
this margin

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

The assistance will take the form of

Please see Section B in the Addendum

The person who ~~has acquired~~~~[will acquire]~~† the share is

† delete as
appropriate

Sugar Acquisition Limited, c/o Kirkland & Ellis International LLP, 30 St Mary Axe, London, EC3A 8AF

The principal terms on which the assistance will be given are

Please see Section C in the Addendum

The amount of cash to be transferred to the person assisted is £ Please see Section D in the Addendum

The value of any asset to be transferred to the person assisted is £ See Section E in the Addendum

The date on which the assistance is to be given is today or within 8 weeks of today

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

~~I~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

(a) ~~I~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)* (note 3)

(b) ~~It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up-]~~* (note 3)

And ~~I~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at KIRKLAND & ELLIS INTERNATIONAL LLP,
30 ST. MARY AVE, LONDON EC3A 8AF

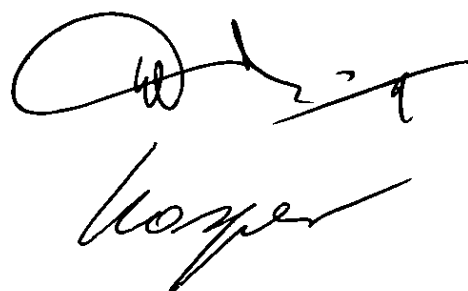
Declarants to sign below

Day Month Year
on

2	5	0	5	2	0	0	7
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before me Mal Leicester

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths



NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form

- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

ADDENDUM

Statutory Declaration in the Prescribed Form

Form 155(6)(a)

Infor Global Solutions (Farnborough II)
(Company Number 02766416)

(the "Company")

Section A

The number and class of shares acquired is 111,483,004 ordinary shares

Section B

The assistance to be given by the Company will take the form of

- 1) the Company agreeing to guarantee and secure, without limitation, all the obligations of the Borrowers (including the obligations of the Borrowers in respect of such portions of the loan facilities under the Credit Agreements as had been used for 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)) under, and as defined in, (a) an amended and restated credit agreement (the "**First-Lien Credit Agreement**"), among Infor Global Solutions Intermediate Holdings Limited, Infor Lux Finance Company, Infor Global Solutions European Finance S à R L, Infor Enterprise Solutions Holdings, Inc, the lenders party thereto, JPMorgan Chase Bank, N A, as administrative agent (the "**First-Lien Administrative Agent**"), and the other agents party thereto entered into on 2 March 2007 and (b) a second-lien credit agreement (the "**Second-Lien Credit Agreement**" and together with the First-Lien Credit Agreement, the "**Credit Agreements**"), among Infor Global Solutions Intermediate Holdings Limited, Infor Lux Finance Company, Infor Global Solutions European Finance S à R L, Infor Enterprise Solutions Holdings, Inc, the lenders party thereto, Credit Suisse, Cayman Islands Branch, as administrative agent (the "**Second-Lien Administrative Agent**"), and the other agents party thereto entered into on 2 March 2007, by the Company entering into the following documents (as they may be amended, varied, supplemented, confirmed, novated or substituted from time to time) on 2 March 2007
 - (a) an intercreditor agreement made between, among others, JPMorgan Chase Bank, N A, as first priority representative, Credit Suisse, Cayman Islands Branch, as second priority representative, JPMorgan Chase Bank, N A as third priority representative, Infor Global Solutions European Finance S à R L, Infor Enterprise Solutions Holdings, Inc, Infor Lux Bond Company, and the other loan parties party thereto (the "**Intercreditor Agreement**"),
 - (b) a reaffirmation agreement made between, among others, Infor Lux Bond Company, Infor ISA Holdings, Infor Lux Finance Company, Infor Global Solutions European Finance S à R L, Infor Enterprise Solutions Holdings, Inc., the subsidiaries of Infor Global Solutions Intermediate Holdings Limited party thereto, and the First-Lien Administrative Agent (the "**Reaffirmation**

Agreement") pursuant to which the Company reaffirms its guarantees, pledges and grants of security interests under 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 First-Lien Administrative Agent (the "**First-Lien GCA**"),

- (c) a second-lien guarantee and collateral agreement made between, among others, Infor Lux Bond Company, Infor ISA Holdings, Infor Lux Finance Company, Infor Global Solutions European Finance S à R L , Infor Enterprise Solutions Holdings, Inc., the subsidiaries of Infor Global Solutions Intermediate Holdings Limited party thereto, and the Second-Lien Administrative Agent pursuant to which the Company guarantees and grants to the Second-Lien Administrative Agent a security interest in and to assets and properties now owned or owned in the future as security for the due and punctual payment of the Loans in full and performance of the obligations under the Loan Documents (the "**Second-Lien GCA**"),
- (d) an affiliate subordination agreement made between, among others, the subordinated lenders listed on Schedule I thereto, Infor Lux Finance Company, Infor Global Solutions European Finance S à R L , Infor Enterprise Solutions Holdings, Inc , the Affiliates of the Borrowers (as defined therein) listed on Schedule II thereto and the Second-Lien Administrative Agent (the "**Second-Lien Affiliate Subordination Agreement**"),
- (e) an affiliate subordination agreement made between, among others, the subordinated lenders listed on Schedule I thereto, Infor Lux Bond Company, the Affiliates of the Borrowers (as defined therein) listed on Schedule II thereto and JPMorgan Chase Bank, N A , as administrative agent and collateral agent under the PIK Loan Agreement (as defined therein) (the "**HoldCo PIK Affiliate Subordination Agreement**"),
- (f) an amended and restated intercompany note and note power made between, amongst others, the issuers identified on Schedule 1 thereto and the holders identified on Schedule 2 thereto (the "**Intercompany Note**"),
- (g) a deed of amendment made between, amongst others, the Company and the First-Lien Administrative Agent in relation to (i) a debenture dated 28 July 2006 (as supplemented by a supplemental deed dated 31 July 2006, a supplemental deed dated 27 October 2006 and a supplemental deed dated 22 November 2006) and made between, amongst others, the Company and the First-Lien Administrative Agent (the "**First-Lien Debenture**") and (ii) a security over shares agreement dated 28 July 2006 (as supplemented by a supplemental deed dated 31 July 2006) (the "**Amendment Deed**") pursuant to which the Company reaffirms the security granted by it under the First-Lien Debenture,
- (h) a second-lien debenture made between, amongst others, the Company and the Second-Lien Administrative Agent (the "**Second-Lien Debenture**") pursuant to which the Company (x) covenants with the Second-Lien Administrative Agent to pay and discharge the obligations of the Borrowers under the Loan

Documents and (y) creates fixed and floating charges over its property, assets (including intellectual property rights) and shares in favour of the Second-Lien Administrative Agent for the benefit of the Secured Parties, and

- (i) a termination and release agreement (the "**Termination and Release Agreement**") made between, among others, Infor Global Solutions Intermediate Holdings Limited, Infor Lux Bond Company, Infor Enterprise Solutions Holdings, Inc., each subsidiary of Infor Global Solutions Intermediate Holdings Limited listed in Schedule I thereto, and JPMorgan Chase Bank, N A, as administrative agent under the Bridge Loan Agreement (as defined therein) (the "**Bridge Agent**"), and
- 2) the payment by the Company of the professional fees of its auditors incurred in the production of their report required under Section 156(4) of the Companies Act 1985 and other fees, costs and expenses regarding the release or discharge of liabilities previously incurred in connection with the acquisition of shares in the capital of the Company by Sugar Acquisition Limited (the "**Acquisition**"),

together with the performance by the Company of other acts in connection with the reduction or discharge of liabilities previously incurred for the purposes of the Acquisition

Section C

The principal terms on which the assistance is given are

- 1) By entering into the Intercreditor Agreement, the Company agreed that it shall be bound by the terms of the Intercreditor Agreement and that any and all Liens existing at the time of entry into the Intercreditor Agreement or thereafter created or arising in favor of any Second Priority Secured Party or Third Priority Secured Party securing the Second Priority Obligations or the Third Priority Obligations, respectively, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, are expressly junior in priority, operation and effect to any and all Liens now existing or hereafter created or arising in favour of the First Priority Secured Parties securing the First Priority Obligations

All capitalised terms used in this paragraph (1) shall have the meaning given to them in the Intercreditor Agreement if not otherwise defined herein

- 2) By entering into the Reaffirmation Agreement, the Company.
 - (a) (i) consented to the First-Lien Credit Agreement and the transactions contemplated thereby, (ii) confirmed its guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Security Documents set forth on Schedule 1 thereto to which it is party (including, without limitation, the First-Lien GCA) (including any amendments thereto on or prior to the date thereof) (the "**Reaffirmed Security Documents**") and (iii) agreed that notwithstanding the effectiveness of the First-Lien Credit Agreement and the consummation of the transactions contemplated thereby, such guarantees, pledges, grants of security interests and other agreements shall continue to be in full force and effect and shall accrue to the benefit of the Lenders under the First-Lien Credit Agreement

- (b) agreed to take any action that may be required under any applicable law or that is reasonably requested by the First-Lien Administrative Agent to ensure compliance by Topco, Holdings and the Borrowers with Section 5.12 of the First-Lien Credit Agreement with respect to the Company and reaffirms its obligations under each similar provision of each Reaffirmed Security Document to which it is a party
- (c) confirmed and agreed that (i) the Euro Tranche B-1 Loans constitute Obligations (or any word of like import) under the First-Lien GCA and (ii) the Revolving Loans, the Swingline Loans, the Letters of Credit, the Initial U.S. Term Loans, the Initial Euro Term Loans and the Delayed Draw Term Loans have constituted and continue to constitute Obligations (or any word of like import) under the First-Lien GCA.
- (d) agreed that on and after the effectiveness of the First-Lien Credit Agreement, (i) each reference in the First-Lien GCA to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the First-Lien Credit Agreement, as such agreement may be amended, amended and restated, modified or supplemented and in effect from time to time, (ii) the definition of any term defined in the First-Lien GCA by reference to the terms defined in the "Credit Agreement" shall be amended to be defined by reference to the defined term in the First-Lien Credit Agreement, as the same may be amended, amended and restated, modified or supplemented and in effect from time to time.
- (e) agreed that the guarantee provided by it in the First-Lien GCA 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
- (f) the principal terms upon which the Company provided a guarantee under the First-Lien GCA were

Guarantee and indemnity

- (i) the Company unconditionally guaranteed, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations,
- (ii) the Company agreed that the Obligations may be extended or renewed in accordance with the applicable Loan Documents, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation,
- (iii) the Company agreed that its guarantee constitutes a guarantee of payment when due and not of collection, and waives, to the fullest extent permitted by applicable law, any right to require that any resort

be had by the First-Lien Administrative Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the First-Lien Administrative Agent or any other Secured Party in favour of any Borrower or any other Person;

- (iv) the Company expressly authorised the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor,
- (v) the Company promised to and will, promptly upon written notice from the First-Lien Administrative Agent following the failure of any Borrower or any other Loan Party to pay any Obligation owed by such party when and as the same shall become due, pay, or cause to be paid, to the First-Lien Administrative Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation,

Continuing Guarantee

- (vi) the Company agreed that its guarantee is continuing and the obligations of the Company shall not be subject to any reduction, limitation, impairment or termination for any reason;

Reinstatement

- (vii) the Company agreed that its guarantee shall continue to be effective or be reinstated, as the case may be, if at any time, and to the extent, payment of any Obligation, or any part thereof, is rescinded or much otherwise be restored by the First-Lien Administrative Agent or any other Secured Party upon the bankruptcy or reorganization of any Borrower, any other Loan Party or otherwise,

Waiver of defences

- (viii) the Company waived any defence based on or arising out of any defense of any Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any Loan Party,
- (ix) the Company waived any defence arising out of the First-Lien Administrative Agent and/or the Secured Parties' right of election, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Company against any Borrower or any other Loan Party, as the case may be, or any security,

Appropriations

- (x) upon payment by the Company of any sums to the First-Lien Administrative Agent, all rights of the Company against any Borrower or any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI (*Indemnity, Subrogation and Subordination*) of the First-Lien GCA,

Release

- (xi) the guarantee provided by the Company under the First-Lien GCA shall automatically terminate and be released when all the Loan Document Obligations (other than contingent indemnification obligations for which no claim has been made) have been paid in full and the Lenders have no further commitment to lend under the First-Lien Credit Agreement, the LC Exposure has been reduced to zero (or the only existing Letters of Credit have become subject to cash collateralization, supported by a backstop letter of credit or otherwise supported in a manner reasonably satisfactory to the Issuing Bank, and the Revolving Lenders have been released from their participation obligations with respect to such Letters of Credit by the Issuing Bank) and the Issuing Bank has no further obligations to issue Letters of Credit under the First-Lien Credit Agreement,

Representations

- (xi) the Company gave a number of representations and warranties to the First-Lien Administrative Agent and the Secured Parties

All capitalised terms used in this paragraph (2) shall have the meaning given to them in the Reaffirmation Agreement, the First-Lien Credit Agreement or the First-Lien GCA if not otherwise defined herein

- 3) By entering into the Second-Lien GCA, the Company

Guarantee and indemnity

- (a) unconditionally guaranteed, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations;
- (b) agreed that the Obligations may be extended or renewed in accordance with the applicable Loan Documents, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation,
- (c) agreed that its guarantee constitutes a guarantee of payment when due and not of collection, and waives, to the fullest extent permitted by applicable law, any right to require that any resort be had by the Second-Lien Administrative Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of

the Second-Lien Administrative Agent or any other Secured Party in favour of any Borrower or any other Person,

- (d) expressly authorised the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor;
- (e) promised to and will, promptly upon written notice from the Second-Lien Administrative Agent following the failure of any Borrower or any other Loan Party to pay any Obligation owed by such party when and as the same shall become due, pay, or cause to be paid, to the Second-Lien Administrative Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation,
- (f) agreed that the guarantee provided by it in the Second-Lien GCA shall (x) on and after the Effective Date but prior to the Whitewash Completion Date, include all of the Obligations except the Obligations in respect of such portion of the Loans as is used for the SU Bridge Refinancing and (y) on and after the Whitewash Completion Date, include all of the Obligations

Continuing Guarantee

- (g) agreed that its guarantee is continuing and the obligations of the Company shall not be subject to any reduction, limitation, impairment or termination for any reason,

Reinstatement

- (h) agreed that its guarantee shall continue to be effective or be reinstated, as the case may be, if at any time, and to the extent, payment of any Obligation, or any part thereof, is rescinded or much otherwise be restored by the Second-Lien Administrative Agent or any other Secured Party upon the bankruptcy or reorganisation of any Borrower, any other Loan Party or otherwise,

Waiver of defences

- (i) waived any defense based on or arising out of any defense of any Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any Loan Party,
- (j) waived any defense arising out of the Second-Lien Administrative Agent and/or the Secured Parties' right of election, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Company against any Borrower or any other Loan Party, as the case may be, or any security,

Appropriations

- (k) agreed that upon payment by the Company of any sums to the Second-Lien Administrative Agent, all rights of the Company against any Borrower or any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI (*Indemnity, Subrogation and Subordination*) of the Second-Lien GCA;

Release

- (l) agreed that the guarantee provided by the Company under the Second-Lien GCA shall automatically terminate and be released when (1) all the Loan Document Obligations (other than contingent indemnification obligations for which no claim has been made) have been paid in full and the Lenders have no further commitment to lend under the Second-Lien Credit Agreement, and

Representations

- (m) gave a number of representations and warranties to the Second-Lien Administrative Agent and the Secured Parties

All capitalised terms used in this paragraph (3) shall have the meaning given to them in the Second-Lien Credit Agreement or the Second-Lien GCA if not otherwise defined herein

- 4) By entering into the Second-Lien Affiliate Subordination Agreement, the Company shall automatically become a Subordinated Lender and a Subordinated Borrower and be bound by the terms of the Second-Lien Affiliate Subordination Agreement and agrees that as a Subordinated Lender all its right, title and interest in and to the Subordinated Obligations of each Subordinated Borrower shall be subordinate and junior in right of payment to the rights of the Senior Lenders in respect of the Obligations of such Subordinated Borrower arising under the Second-Lien Credit Agreement or the other Loan Documents, including the payment of principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for the reorganisation relating to TopCo, Holdings, either Borrower or any Subsidiary whether or not a claim for post-filing interest is allowed or allowable in any such proceeding), fees, charges, expenses, indemnities, Reimbursement Obligations, guarantees required to be paid under any Loan Document and all other amounts payable thereunder or in respect thereof

All capitalised terms used in this paragraph (4) shall have the meaning given to them in the Second-Lien Affiliate Subordination Agreement or the Second-Lien Credit Agreement if not otherwise defined herein

- 5) By entering into the HoldCo PIK Affiliate Subordination Agreement, the Company automatically becomes a Subordinated Lender and is bound by the terms of the Affiliate Subordination Agreement and agreed that as a Subordinated Lender all its right, title and interest in and to the Subordinated Obligations of each Subordinated Borrower shall be subordinate and junior in right of payment to the rights of the Senior Lenders in respect of the Obligations of such Subordinated Borrower arising

under the PIK Loan Agreement or the other Loan Documents, including the payment of principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for the reorganisation relating to TopCo, the Borrower or any Subsidiary whether or not a claim for post-filing interest is allowed or allowable in any such proceeding), fees, charges, expenses, indemnities, Reimbursement Obligations, guarantees required to be paid under any Loan Document and all other amounts payable thereunder or in respect thereof

All capitalised terms used in this paragraph (5) shall have the meaning given to them in the HoldCo PIK Affiliate Subordination Agreement or the PIK Loan Agreement (as defined in the HoldCo PIK Affiliate Subordination Agreement) if not otherwise defined herein

- 6) By entering into the Intercompany Note, the Company agreed that as an Issuer, it shall be liable to pay all amounts owing under the Intercompany Note to an applicable Holder, and as a Holder, it shall pledge the Intercompany Note to (i) the First-Lien Administrative Agent to secure the Holders' obligations arising under or in connection with the First-Lien Credit Agreement and the First-Lien Security Documents, and (ii) the Second-Lien Administrative Agent to secure the obligations arising under or in connection with the Second-Lien Credit Agreement and the Second-Lien Security Documents

All capitalised terms used in this paragraph (6) shall have the meaning given to them in the Intercompany Note if not otherwise defined herein

- 7) By entering into the Amendment Deed, the Company
- (a) as a UK Chargor agreed that the First-Lien Debenture shall be amended with effect from the Effective Date
 - (b) confirmed that, notwithstanding the amendments to the First-Lien Debenture effected by the Amendment Deed and the amendment and restatement of the First-Lien Credit Agreement, the security granted by it under the First-Lien Debenture shall continue in full force and effect in favour of the First-Lien Administrative Agent for the benefit of the Secured Parties
 - (c) confirmed and agreed that the Euro Tranche B-1 Loans made to the Borrowers on the Restatement Effective Date under the First-Lien Credit Agreement shall form part of the Obligations for which it is providing security pursuant to the terms of the First-Lien Debenture provided, however, that such portion of the Euro Tranche B-1 Loans as is used for the SU Bridge Refinancing shall not form part of the Obligations for which it is providing security until on or after the Whitewash Completion Date
 - (d) the principal terms upon which the Company provided security under the First-Lien Debenture were
 - (i) 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 First-Lien Administrative Agent for the benefit of the Secured Parties by way of

first fixed charge (which, in so far as it relates to land in England and Wales vested in the Company at the date of the First-Lien Debenture shall be a charge by way of legal mortgage) all of the Company's right, title and interest from time to time in and to each of the following assets:

- (A) all of the property (if any) specified in relation to the Company in Part A of Schedule 2 (*Mortgaged Property*) of the First-Lien Debenture 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,
- (B) 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 paragraph (1) above) 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,
- (C) all present and future estates or interests in any freehold, leasehold or other immovable property (to the extent not covered in paragraphs (1) and (11) above) 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,
- (D) 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,
- (E) to the extent not effectively assigned under Clause 4.1 (*Assignments*) of the First-Lien 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

6.1

thereof to which the Company is now or may at any future time become entitled,

- (F) 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 First-Lien Debenture such proceeds shall be released automatically from the fixed charge effected by Clause 3 1 4 (c) of the First-Lien Debenture upon these proceeds being credited to any Realisation Account;
- (G) 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 First-Lien Debenture (the "**Security Assets**"),
- (H) (to the extent that the same do not fall within any other sub-Clause of sub-Clause 3 1 4 of the First-Lien Debenture and are not effectively assigned under Clause 4 1 (*Assignments*) of the First-Lien Debenture) and to the extent not specifically prohibited by the terms thereof all of the Company's rights and benefits under all Material Contracts,
- (I) any beneficial interest, claim or entitlement of the Company to any assets in any pension fund,
- (J) all of the Company's present and future goodwill (including all brand names not otherwise subject to a fixed charge under the First-Lien Debenture),
- (K) 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,
- (L) all of the Company's present and future uncalled capital, and

- (M) all of the Company's present and future Intellectual Property Rights (including the Intellectual Property Rights, if any, specified in Part B of Schedule 2 (*Intellectual Property Rights*) of the First-Lien Debenture), 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 First-Lien 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
- (ii) there shall be excluded from the charge created by Clause 3.1 (*Fixed Charges*) of the First-Lien 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 First-Lien 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
- (iii) the Company, as continuing security for the payment, discharge and performance of all the Secured Obligations, with full title guarantee
- (A) mortgaged and charged and agreed to mortgage and charge to the First-Lien 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
- (B) mortgaged and charged and agreed to mortgage and charge to the First-Lien 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
- (C) (to the extent they were not effectively mortgaged or charged pursuant to sub-Clause 3.3.1 or 3.3.2 of the First-Lien 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,

provided that

- (A) whilst no Event of Default has occurred which is continuing, the Company shall be entitled (notwithstanding the security contemplated to be created by the First-Lien Debenture) to receive all dividends, interest and income from and any property accruing or in respect of the Security Assets and after an Event of Default, the First-Lien Administrative Agent may elect to apply such dividends, interest and income in accordance with Section 5.02 of the First-Lien GCA, and
 - (B) prior to an Acceleration Event, the Company shall be entitled (notwithstanding the security contemplated to be created by the First-Lien Debenture) to exercise any voting or other rights attached to any of the Security Assets (and, in relation to any Security Assets that have been registered in the name of the First-Lien Administrative Agent (or its nominee(s)), the First-Lien Administrative Agent shall, at the request and expenses of the Company, execute or procure that its nominee(s) execute such form of proxy in favour of the Company (or the Company's nominee) as the Company may reasonably request), provided that the Company shall not exercise any voting rights in a manner which could reasonably be expected to have a material adverse effect on the security created under the First-Lien Debenture, and
 - (C) notwithstanding any other provision of the First-Lien Debenture, prior to an Acceleration Event, the First-Lien Administrative Agent shall not be permitted to exercise any voting rights attaching to the Security Assets
- (iv) subject to Clause 4.2 (*Non-Assignable Material Contracts*) of the First-Lien 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 First-Lien Administrative Agent for the benefit of the Secured Parties
- (A) all of its rights, title, interests (if any) to all proceeds of the Insurances received by the Company, and
 - (B) (to the extent the same do not fall within any other provision of Clause 4 (*Assignments*) of the First-Lien 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

- (v) to the extent that any right, title and interest described in sub-Clause 4.1.2 of Clause 4.1 (*Assignments*) of the First-Lien Debenture was not assignable or capable of assignment
 - (A) the assignment purported to be effected by sub-Clause 4.1.2 of Clause 4.1 (*Assignments*) of the First-Lien 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
 - (B) the Company shall hold the benefit of any such right, title and interest on trust for the First-Lien Administrative Agent.
- (vi) subject to the provisions of Clause 6 (*Security over Guaranteed Loan Note Account*) and Clause 5.3 (*Postponement of rights*) of the First-Lien 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 First-Lien 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 First-Lien Debenture.
- (vii) Paragraph 14 of schedule B.1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the First-Lien Debenture
- (viii) the First-Lien Debenture contains covenants for further assurance including an obligation to enter into a legal mortgage, charge or other security at any time over all or any of the Charged Assets
- (ix) the First-Lien Debenture contains a negative pledge
- (x) the Company gave a number of representations, warranties and undertakings in favour of the First-Lien Administrative Agent and the Secured Parties

All capitalised terms used in this paragraph (7) shall have the meaning given to them in the Amendment Deed, the First-Lien Credit Agreement or the First-Lien Debenture if not otherwise defined herein

- 8) By entering into the Second-Lien Debenture the Company
 - (a) 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 Second-Lien Administrative Agent for the benefit of the Secured Parties by way of first fixed charge (which, in so far as it relates to land in

England and Wales vested in the Company at the date of the Second-Lien Debenture shall be a charge by way of legal mortgage) all of the Company's right, title and interest from time to time in and to each of the following assets.

- (i) all of the property (if any) specified in relation to the Company in Part A of Schedule 2 (*Mortgaged Property*) of the Second-Lien Debenture 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,
- (ii) 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 paragraph (i) above) 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,
- (iii) all present and future estates or interests in any freehold, leasehold or other immovable property (to the extent not covered in paragraphs (i) and (ii) above) 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,
- (iv) 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,
- (v) to the extent not effectively assigned under Clause 4.1 (*Assignments*) of the Second-Lien 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,
- (vi) 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 Second-Lien Debenture such proceeds shall be released automatically from the fixed charge effected by Clause 3.1.4 (c) of the Second-Lien Debenture upon these proceeds being credited to any Realisation Account,

- (vii) 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 Second-Lien Debenture (the "Security Assets");
- (viii) (to the extent that the same do not fall within any other sub-Clause of sub-Clause 3.1.4 of the Second-Lien Debenture and are not effectively assigned under Clause 4.1 (*Assignments*) of the Second-Lien Debenture) and to the extent not specifically prohibited by the terms thereof all of the Company's rights and benefits under all Material Contracts,
- (ix) any beneficial interest, claim or entitlement of the Company to any assets in any pension fund,
- (x) all of the Company's present and future goodwill (including all brand names not otherwise subject to a fixed charge under the Second-Lien Debenture),
- (xi) 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,
- (xii) all of the Company's present and future uncalled capital, and
- (xiii) all of the Company's present and future Intellectual Property Rights (including the Intellectual Property Rights, if any, specified in Part B of Schedule 2 (*Intellectual Property Rights*) of the Second-Lien Debenture), 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 Second-Lien 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

- (b) agreed that there shall be excluded from the charge created by Clause 3 1 (*Fixed Charges*) of the Second-Lien 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 Second-Lien 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
- (c) as continuing security for the payment, discharge and performance of all the Secured Obligations, with full title guarantee:
 - (i) mortgaged and charged and agreed to mortgage and charge to the Second-Lien 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
 - (ii) mortgaged and charged and agreed to mortgage and charge to the Second-Lien 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
 - (iii) (to the extent they were not effectively mortgaged or charged pursuant to sub-Clause 3 3 1 or 3 3.2 of the Second-Lien 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,

provided that

- (i) whilst no Event of Default has occurred which is continuing, the Company shall be entitled (notwithstanding the security contemplated to be created by the Second-Lien Debenture) to receive all dividends, interest and income from and any property accruing or in respect of the Security Assets and after an Event of Default, the Second-Lien Administrative Agent may elect to apply such dividends, interest and income in accordance with Section 5 02 of the Collateral Agreement, and
- (ii) prior to an Acceleration Event, the Company shall be entitled (notwithstanding the security contemplated to be created by the Second-Lien Debenture) to exercise any voting or other rights attached

to any of the Security Assets (and, in relation to any Security Assets that have been registered in the name of the Second-Lien Administrative Agent (or its nominee(s)), the Second-Lien Administrative Agent shall, at the request and expenses of the Company, execute or procure that its nominee(s) execute such form of proxy in favour of the Company (or the Company's nominee) as the Company may reasonably request), provided that the Company shall not exercise any voting rights in a manner which could reasonably be expected to have a material adverse effect on the security created under the Second-Lien Debenture, and

- (iii) notwithstanding any other provision of the Second-Lien Debenture, prior to an Acceleration Event, the Second-Lien Administrative Agent shall not be permitted to exercise any voting rights attaching to the Security Assets
- (d) subject to Clause 4.2 (*Non-Assignable Material Contracts*) of the Second-Lien Debenture, as continuing security for the payment, discharge and performance of all Secured Obligations, with full title guarantee, assigned and agreed to assign to the Second-Lien Administrative Agent for the benefit of the Secured Parties
 - (i) all of its rights, title, interests (if any) to all proceeds of the Insurances received by the Company, and
 - (ii) (to the extent the same do not fall within any other provision of Clause 4 (*Assignments*) of the Second-Lien 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
- (e) agreed that, to the extent that any right, title and interest described in sub-Clause 4.1.2 of Clause 4.1 (*Assignments*) of the Second-Lien Debenture was not assignable or capable of assignment
 - (i) the assignment purported to be effected by sub-Clause 4.1.2 of Clause 4.1 (*Assignments*) of the Second-Lien 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
 - (ii) the Company shall hold the benefit of any such right, title and interest on trust for the Second-Lien Administrative Agent
- (f) subject to the provisions of Clause 6 (*Security over Guaranteed Loan Note Account*) and Clause 5.3 (*Postponement of rights*) of the Second-Lien

Debenture, 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 Second-Lien 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 Second-Lien Debenture

- (g) agreed that the obligations for which it is providing security under the Second-Lien Debenture shall (x) on and after the Effective Date but prior to the Whitewash Completion Date, include all of the Obligations except the Obligations in respect of such portion of the Loans as is used for the SU Bridge Refinancing and (y) on and after the Whitewash Completion Date, include all of the Obligations
- (h) Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Second-Lien Debenture
- (i) the Second-Lien Debenture contains covenants for further assurance including an obligation to enter into a legal mortgage, charge or other security at any time over all or any of the Charged Assets
- (j) the Second-Lien Debenture contains a negative pledge
- (k) the Company gave a number of representations, warranties and undertakings in favour of the Second-Lien Administrative Agent and the Secured Parties

All capitalised terms used in this paragraph (8) shall have the meaning given to them in the Second-Lien Debenture or the Second-Lien Credit Agreement if not otherwise defined herein

- 9) By entering into the Termination and Release Agreement the Bridge Agent
 - (a) agrees to terminate the Loan Documents and all Liens created thereunder in favour of the Bridge Agent, for the Bridge Agent's benefit and for the benefit of the applicable Secured Parties, and to release all right, title and interest in and to the properties and rights of the Loan Parties (including, without limitation, the Company) granted, pledged, mortgaged, conveyed, assigned or otherwise transferred to the Bridge Agent, for the Bridge Agent's benefit and for the benefit of the applicable Secured Parties, under the Loan Documents as collateral to secure the Obligations of the Loan Parties under the Loan Documents, and
 - (b) agrees that the Bridge Agent will execute the relevant Release Documents, together with such additional documents as may be reasonably necessary or desirable to effect such release

All capitalised terms used in this paragraph (9) shall have the meaning given to them in the Termination and Release Agreement, the Bridge Loan Agreement (as defined in

the Termination and Release Agreement) or the other Loan Documents (as defined in the Termination and Release Agreement) if not otherwise defined herein

Section D

Cash to be transferred at the time of giving financial assistance is nil. However, cash may become payable under the Loan Documents (including, without limitation, the First-Lien Debenture and the Second-Lien Debenture) upon the occurrence of an Event of Default or earlier in relation to the payment of fees. Cash may also be transferred under the terms of the Intercompany Note.

All capitalised terms used in this Section D shall have the meaning given to them in the First-Lien Credit Agreement and the Second-Lien Credit Agreement if not otherwise defined herein.

Section E

No assets have been transferred at the time of giving financial assistance, therefore the value is nil. However, assets may be transferred under the First-Lien GCA, the Second-Lien GCA, the First-Lien Debenture and the Second-Lien Debenture upon the occurrence of an Event of Default (as defined in the First-Lien Credit Agreement and the Second-Lien Credit Agreement)

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The Directors
Infor Global Solutions (Farnborough II) Limited
Needles House
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B80 7AS

25 May 2007

Dear Sirs

Report of the Independent Auditor to the directors of Infor Global Solutions (Farnborough II) Limited pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration of the directors of Infor Global Solutions (Farnborough II) Limited (the "Company") dated 25 May 2007, prepared pursuant the Companies Act 1985, in connection with the proposal that the Company should give financial assistance for the purchase of 111,483,004 of the ordinary shares of the Company's holding company, Systems Union Group Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

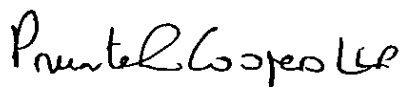
Basis of opinion

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors