

103269/13
MG01

Particulars of a mortgage or charge



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Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

FRIDAY



L14

LOIGMJLX

30/04/2010

252

COMPANIES HOUSE

1

Company details

Company number

0 4 2 0 6 6 0 8

Company name in full

Infor Global Solutions (Teston) Limited
(the "Company")

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d2 m0 m4 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A supplemental deed (the "Supplemental Deed") dated 12 April 2010
between, amongst others, the Company as chargor and JPMorgan Chase Bank,
N A., including its successors and assigns, as administrative agent (the
"Administrative Agent") for the Secured Parties (as defined in Section 6
(short particulars of all property charged) of the continuation pages
attached.)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

For details of the amount secured, please see the
Section 4 (amount secured) continuation pages
attached.

Unless defined elsewhere on this form MG01, please
see the attached MG01 continuation page in Section
6 (short particulars of all property charged) of
this form for the defined terms which are used
throughout this form MG01 (including in the
continuation pages)

Continuation page

Please use a continuation page if
you need to enter more details

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>AMOUNT SECURED</p> <p>Any obligations assumed by any Loan Party under any amended or new Loan Documents, to which the Security Obligations of any Chargor would not extend as a result of any Variation (the "New Obligations").</p> <p>The obligations to which the Security Obligations are expressed to extend (the "Secured Obligations") are</p> <ul style="list-style-type: none"> (a) in relation to the GEAC Chargors, the Obligations that are subject to the guarantee provided in the Collateral Agreement by each of the GEAC Chargors, (b) in relation to the SU Chargors, (1) on and after the Restatement Effective Date but prior to the Whitewash Completion Date, all of the Obligations except the Obligations in respect of such portion of the Euro Tranche B-1 Loans as is used for the SU Bridge Refinancing, and (11) on and after the Whitewash Completion Date, all of the Obligations; (c) in relation to any Chargor being a direct or indirect, wholly or not wholly owned subsidiary of any stock corporation under German law (Aktiengesellschaft) (the "German Stock Corporation"), all of the Obligations except any Obligations relating to the acquisition of any stocks in such German Stock Corporation and falling within the scope of Section 71a of the German Stock Corporation Act (Aktiengesetz); and (d) in relation to any other Chargor, all of the Obligations, <p>provided, however, that the Security Obligations do not extend to any obligation or liability to the extent that, if it was were so secured, (1) the English Security Documents (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 to 158 of the Companies Act 1985 or (11) the Share Charge would constitute transgression of object by any Overseas Chargor organised under the laws of the Netherlands within the meaning of article 2.7 of the Netherlands Civil Code or similar concepts under the laws of the Netherlands.</p>	

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name JPMorgan Chase bank, N.A as Administrative Agent

Address 270 Park Avenue, New York, NY

Postcode 1 0 0 1 7

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

Please see Section 6 (short particulars of all property charged) of the continuation page attached

Unless defined elsewhere on this form MG01, please see the attached MG01 continuation page in Section 6 (short particulars of all property charged) of this form for the defined terms which are used throughout this form MG01 (including in the continuation pages).

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>DEFINITIONS</p> <p>In this Form MG01:</p> <p>"Account Bank" has the meaning given to such term in the Debenture.</p> <p>"Additional Lender" means any additional bank, financial institution, existing Lender or other Person that elects to provide commitments under an incremental facility in accordance with the Credit Agreement pursuant to an Incremental Facility Amendment</p> <p>"Additional Refinancing Lender" means any Lender or any other Person reasonably satisfactory to the Borrowers and the Administrative Agent from whom any Borrower obtains any Credit Agreement Refinancing Indebtedness in accordance with the Credit Agreement</p> <p>"Administrative Agent" means JPMorgan Chase Bank, N.A acting as administrative agent for the Secured Parties pursuant to the terms of the Credit Agreement and any of its successors and assigns</p> <p>"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</p> <p>"Borrowers" means the Lux Borrower and the US Borrower.</p> <p>"Charged Assets" means all the assets, rights and property, including, without limitation the Security Assets, of the Company which are the subject of any security constituted or intended to be constituted by the Debenture</p> <p>"Chargors" means the UK Chargors, the Overseas Chargors and the Proceeds Loan Chargor (each a "Chargor")</p> <p>"Co-Documentation Agents" means Goldman Sachs Credit Partners L.P , General Electric Capital Corporation, Wells Fargo Foothill, Inc and Barclays Bank PLC.</p> <p>"Collateral Agreement" means the guarantee and collateral agreement dated 28 July 2006 (as amended as of the Restatement Effective Date pursuant to the terms of the US Reaffirmation Agreement) between, among others, the Restricted Pledgors, the Borrowers and the Administrative Agent</p> <p>"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</p> <p>"Co-Syndication Agents" means JPMorgan Chase Bank, N.A., Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Incorporated</p> <p>"Credit Agreement" means the amended and restated credit agreement originally dated 28 July 2006 and amended and restated on 2 March 2007 and as amended pursuant to an amendment agreement dated as of 12 April 2010 (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.</p> <p>"Credit Agreement Refinancing Indebtedness" means new term loans or revolving commitments (including the corresponding revolving loans incurred pursuant to such new revolving commitments) obtained pursuant to a Refinancing Amendment, in each case incurred or obtained in order to extend, renew, replace or refinance, in whole or in part, then existing term loans or revolving commitments (in each case including any successive Credit Agreement Refinancing Indebtedness) under the Credit Agreement (the "Credit Agreement Refinanced Debt"), provided that (a) such Credit Agreement Refinancing Indebtedness (including, if such Credit Agreement Refinancing Indebtedness includes any new revolving commitments, such new revolving commitments) is in an original aggregate principal amount not greater than the aggregate principal amount of the Credit Agreement Refinanced Debt (including, in the case of the Credit Agreement Refinanced Debt consisting, in whole or part, of existing revolving commitments under the Credit Agreement or new revolving commitments, the amount thereof plus premiums and accrued and unpaid interest, fees and expenses), (b) such Credit Agreement Refinancing Indebtedness does not mature prior to the maturity date of, and except in the case of new revolving commitments, has a Weighted Averaged Life to Maturity equal to or greater than the corresponding Credit Agreement Refinanced Debt, (c) such Credit Agreement Refinanced Debt shall be repaid, defeased or satisfied and discharged and all accrued and unpaid interest, fees then due and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtain in accordance with the Credit Agreement</p> <p>"Currency Swap Agreement" has the meaning given to such term in the Credit Agreement</p> <p>"Debenture" means the debenture dated 28 July 2006 between the UK Chargors and the Administrative Agent as registered in respect of Infor (UK) Holdings Limited, Infor Global Solutions UK Limited, Infor Global Solutions (Midlands VI) Limited, Infor Global Solutions (Midlands) Limited, Infor Global Solutions (Theale) Limited, Infor Global Solutions EMEA Holdings Limited, Infor Global Solutions Limited, Infor Global Solutions UK (Process) Limited, Infor Global Solutions UK Intermediate</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Holdings Limited and Infor Global Solutions UK Subholdings Limited pursuant to Chapter 1 Part XII of the Companies Act 1985 on 17 August 2006:</p> <p>(a) as supplemented by supplemental deeds dated 31 July 2006 as entered into by and registered in respect of Infor Global Solutions (Midlands II) Limited, Infor Global Solutions (Midlands III) Limited and Sugar Acquisition Limited pursuant to Chapter 1 Part XII of the Companies Act 1985 on 17 August 2006,</p> <p>(b) as supplemented by supplemental deeds dated 27 October 2006 as entered into by and registered in respect of Infor Global Solutions (Farnborough II) Ltd, Infor Global Solutions (Farnborough) Ltd, Infor Global Solutions (Witney) Limited, Pegasus Group Limited and Systems Union Group Limited pursuant to Chapter 1 Part XII of the Companies Act 1985 on 17 November 2006,</p> <p>(c) as supplemented by supplemental deeds dated 22 November 2006 as entered into by and registered in respect of Infor Global Solutions (Herts) Ltd and Infor Global Solutions (Witney) Limited pursuant to Chapter 1 Part XII of the Companies Act 1985 on 6 December 2006,</p> <p>(d) as amended by a deed of amendment dated 2 March 2007 as entered into by and registered in respect of Infor (UK) Holdings Limited, Infor Global Solutions (Herts) Ltd, Infor Global Solutions UK Limited, Infor Global Solutions (Farnborough II) Ltd, Infor Global Solutions (Farnborough) Ltd, Infor Global Solutions (Midlands II) Limited, Infor Global Solutions (Midlands III) Limited, Infor Global Solutions (Midlands VI) Limited, Infor Global Solutions (Midlands) Limited, Infor Global Solutions (Theale) Limited, Infor Global Solutions (Witney) Limited, Infor Global Solutions EMEA Holdings Limited, Infor Global Solutions Limited, Infor Global Solutions UK (Process) Limited, Infor Global Solutions UK Intermediate Holdings Limited, Infor Global Solutions UK Subholdings Limited, Pegasus Group Limited, Sugar Acquisition Limited and Systems Union Group Limited pursuant to Chapter 1 Part XII of the Companies Act 1985 on 19 March 2007;</p> <p>(e) as supplemented by supplemental deeds dated 9 July 2008 as entered into by and registered in respect of Infor Global Solutions (Teston) Limited and Infor Global Solutions (Teston II) Limited pursuant to Chapter 1 Part XII of the Companies Act 1985 on 23 July 2008; and</p> <p>(f) as supplemented by a supplemental deed dated 15 December 2009 as entered into by and registered in respect of Infor Global Solutions UK (Auto) Limited pursuant to Chapter 1 Part XII of the Companies Act 1985 on 22 December 2009,</p> <p>and provided that each such supplemental deed shall be considered an</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

integral part of the Debenture

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

"Delayed Draw Closing Date" means 31 July 2006.

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

"English Security Documents" means the Debenture, the Share Charge and the Proceeds Loan Assignment.

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

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

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

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

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

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

"Holdings" means Infor Lux Finance Company, a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Luxembourg, registered with the Luxembourg register of trade and companies under section B number 118.070 and having a share capital of \$234,500

"Incremental Facility Amendment" means an amendment to the Credit Agreement and, as appropriate, the other Loan Documents, executed by Topco, the Borrowers, the relevant Additional Lender (in the case of the Credit Agreement and, as appropriate, any other Loan Document, as applicable) and the Administrative Agent pursuant to which the relevant Additional Lender provides an incremental facility in accordance with the Credit Agreement

"Initial Closing Date" means 28 July 2006.

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

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

"Intercreditor Agreement" means the intercreditor agreement dated as of the Restatement Effective Date, among the Administrative Agent, the Second-Lien Administrative Agent, the Borrowers, the Lux Issuer and the other parties thereto or, after the Second Amendment Effective Date, a replacement intercreditor in accordance with the terms of the Credit Agreement

"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 Credit Agreement immediately prior to the Second Amendment Effective Date, any Additional Lenders, any Additional Refinancing Lenders 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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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 assets 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

"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), each Incremental Facility Amendment (as defined in the Credit Agreement), the Collateral Agreement, the Intercreditor Agreement, the Second Amendment, each Refinancing Amendment 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, any Incremental Facility Amendment or any Refinancing Amendment and any loans made by the Lenders to the Borrowers

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>under the Original Credit Agreement or the Delayed Draw Credit Agreement that are outstanding on the Second Amendment Effective Date (which loans, in each case, shall remain outstanding on the terms set forth in the Credit Agreement)</p> <p>"Lux Borrower" means Infor Global Solutions European Finance S.à R.L , a société a 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.</p> <p>"Lux Issuer" means Infor Lux Bond Company, a newly formed Luxembourg finance company</p> <p>"Material Contracts" means each contract and agreement (if any) listed in Schedule 7 (<i>Material Contracts</i>) of the supplemental deed to the Debenture executed by the Company dated 9 July 2008 together with any contract or agreements from time to time where the aggregate consideration at any time thereunder during the previous or next twelve month period is in excess of £300,000 (or its equivalent in any other currency)</p> <p>"New Foreign Partnership" means Infor ISA Holdings, a société a responsabilité limitée organized under the laws of Luxembourg</p> <p>"New Obligations" has the meaning given to that term in the Section 4 continuation sheets of this Form MG01</p> <p>"Obligations" means (a) the due and punctual payment of the Loan Document Obligations, (b) to the extent designated by the Borrowers as "Obligations" under the Collateral Agreement (provided that any such obligations owed to the Administrative Agent shall be deemed "Obligations" under the Collateral Agreement), any obligations in respect of overdrafts and related liabilities owed to a Lender or an Affiliate of a Lender arising from treasury, depositary or cash management services and (c) the due and punctual payment and performance of all obligations of each Loan Party (and, in the case of the Currency Swap Agreement, the Issuers) under each Swap Agreement that (1) 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 (11) 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</p> <p>"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</p> <p>"Overseas Chargors" means any Chargor from time to time party to the Share Charge.</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity</p> <p>"Premises" means all buildings and erections for the time being comprised within the Charged Assets</p> <p>"Proceeds Loan Assignment" means the first-lien security assignment of proceeds loan dated 2 March 2007 between the Proceeds Loan Chargor and the Administrative Agent</p> <p>"Proceeds Loan Chargor" means Infor Global Solutions European Finance S.à r l., a <i>société à responsabilité limitée</i> incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 107 138, having its registered office at 20, rue Eugène Ruppert, L-2453 Luxembourg</p> <p>"Realisation Account" means each account maintained from time to time by the Administrative Agent for the purposes of Clause 11 5 (<i>Contingencies</i>) of the Debenture at such branch of an Account Bank as the Administrative Agent may from time to time approve.</p> <p>"Refinancing Amendment" means an amendment to the Credit Agreement in form reasonably satisfactory to the Borrowers and Topco executed by each of the (a) Topco and the Borrowers, (b) the Administrative Agent and (c) each Additional Refinancing Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto in accordance with the Credit Agreement</p> <p>"Related Rights" means:</p> <ul style="list-style-type: none"> (a) any dividend or interest paid or payable in relation to any of the Shares; (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time, (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from any of the Shares; and (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above. <p>"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)</p> <p>"Restricted Pledgors" means, collectively, (a) the Lux Issuer and (b) New Foreign Partnership.</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Second Amendment" means the second amendment dated as of 12 April 2010, among Topco, Holdings, the Borrowers, the Lenders party thereto and the Administrative Agent.</p> <p>"Second Amendment Effective Date" means the first date on which all the conditions precedent set forth in Section 5 of the Second Amendment are satisfied or waived in accordance with the Second Amendment.</p> <p>"Second-Lien Administrative Agent" means Credit Suisse, Cayman Islands Branch, in its capacity as administrative agent under the Second-Lien Credit Agreement</p> <p>"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.</p> <p>"Secured Obligations" has the meaning given to that term in the Section 4 continuation sheets of this Form MG01</p> <p>"Secured Parties" means (a) the Lenders, (b) the Administrative Agent, (c) the Issuing Bank, (d) each counterparty to any Swap Agreement with a Loan Party the obligations in respect of which constitute Obligations, (e) each provider of treasury, depository or cash management services the liabilities in respect of which constitute Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (g) the successors and permitted assigns of each of the foregoing</p> <p>"Security" means a Lien or any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Security Assets" has the meaning set out in Schedule 3 to this Form 395</p> <p>"Security Obligations" means:</p> <ul style="list-style-type: none"> (a) in respect of any UK Chargor, any Security created by it under the Debenture; (b) in respect of any Overseas Chargor, any Security created by it under the Share Charge, and (c) in respect of the Proceeds Loan Chargor, any Security created by it under the Proceeds Loan Assignment. <p>"Share Charge" means the security over shares agreement dated 28 July 2006</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(as supplemented by a supplemental deed dated 31 July 2006, as amended by a deed of amendment dated 2 March 2007 and as further supplemented by supplemental deeds dated 1 June 2007 and 9 September 2008 and provided that each such supplemental deed shall be considered an integral part of the Share Charge) between the Overseas Chargors and the Administrative Agent.

"Shares" means the shares specified in Schedule 5 (*Charged Shares*) of the supplemental deed to the Debenture executed by the Company dated 9 July 2008 and all other stocks, shares, debentures, bonds or (without limitation) other securities owned either legally or beneficially at any time now or in the future by the Company, **provided that** this definition shall not include any shares issued by an unlimited company

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

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

"Supplemental Obligations" has the meaning given to that term in the Section 4 continuation sheets of this Form MG01

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

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

"UK Chargors" means the GEAC Chargors, the SU Chargors, Infor Global Solutions Limited, Infor Global Solutions UK (Process) Limited, Infor Global Solutions UK Limited, Infor (UK) Holdings Limited, Infor Global Solutions (Theale) Limited (f/k/a Datastream Systems (UK) Limited), Infor Global Solutions (Midlands III) Limited (f/k/a Extensity UK Holdings Limited), Sugar Acquisition Limited, Infor Global Solutions UK (Auto) Limited, Infor Global Solutions (Teston) Limited and Infor Global Solutions (Teston II) Limited.

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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

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

"Variation" means

- (a) the designation of any new document as a Loan Document,
- (b) any additions, amendments, novation, substitution, or supplements of or to the Loan Documents, or
- (c) the imposition of any amended, new or more onerous obligations under the Loan Documents in relation to any Loan Party

"Weighted Average Life to Maturity" means, when applied to any indebtedness at any date, the number of year obtained by dividing (a) the sum of the products obtained by multiplying (1) the amount of each then remaining instalment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (11) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (b) the then outstanding principal amount of such indebtedness

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p>Pursuant to paragraph (a) of Clause 3 (<i>Supplemental Security</i>) of the Supplemental Deed, the Company mortgaged, charged and assigned the assets over which it is expressed to grant Security pursuant to the English Security Documents for the payment, discharge and performance of the New Obligations on the same terms as the English Security Documents as if the Secured Obligations were the New Obligations</p> <p>The assets over which the Company granted Security pursuant to the English Security Documents (being the Debenture) and the terms on which the Company granted Security under the English Security Documents (being the Debenture) are as follows:</p> <p>1 CREATION OF FIXED SECURITY</p> <p>1 1 Fixed Charges</p> <p>Pursuant to Clause 3.1 (<i>Fixed Charges</i>) of the Debenture, subject to the provisions of Clause 6 (<i>Security over Guaranteed Loan Note Account</i>) of the Debenture, the Company, as continuing security for the payment, discharge and performance of all the Secured Obligations, with full title guarantee, charged and agreed to charge in favour of the Administrative Agent for the benefit of the Secured Parties</p> <p>1 1 1 by way of first legal mortgage, all of the property (if any) specified in relation to the Company in Schedule 3 (<i>Mortgaged Property</i>) of the supplemental deed to the Debenture executed by the Company dated 9 July 2008 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,</p> <p>1 1 2 by way of first legal mortgage, all estates or interests in any freehold, leasehold or other immovable property wherever situated now belonging to it (to the extent that the same are not the subject of a mortgage under Clause 3.1.1 of the Debenture) and all Premises and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary third party's consent to such mortgage,</p> <p>1 1 3 by way of first fixed charge (to the extent that the same are</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

not the subject of a mortgage under Clause 3.1.1 or 3.1.2 of the Debenture) all present and future estates or interests in any freehold, leasehold or other immovable property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property wherever situated, now or hereafter belonging to it and all Premises and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary third party's consent to such mortgage,

1.1.4 by way of first fixed charge:

- (a) all plant and machinery, computers and vehicles now or in the future owned by the Company and its interest in any plant, machinery, computers and vehicles in the Company's possession other than any part of the Company's stock in trade or work in progress from time to time,
- (b) to the extent not effectively assigned under Clause 4.1 (Assignments) of the Debenture all rights, interests and benefits to and in respect of the Insurances and all claims (and proceeds thereof) and returns of premiums in respect thereof to which the Company is now or may at any future time become entitled,
- (c) all of the Company's present and future book and other debts, and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including, in each case, the proceeds of the same, all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce such debts, provided that without prejudice to any other provision of Clause 3 (Creation of Fixed Security) of the Debenture such proceeds shall be released automatically from the fixed charge effected by Clause 3.1.4(c) of the Debenture upon these proceeds being credited to any Realisation Account;
- (d) its present and future interest in all stocks, shares, debentures, notes, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time together with all Related Rights accruing thereto not charged pursuant to Clause 3.3 (Charge on Shares) of the Debenture (the "Security

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Assets");</p> <p>(e) (to the extent that the same do not fall within any other sub-clause of Clause 3.1.4 of the Debenture and are not effectively assigned under Clause 4 1 (Assignments) of the Debenture) and to the extent not specifically prohibited by the terms thereof all of the Company's rights and benefits under all Material Contracts,</p> <p>(f) any beneficial interest, claim or entitlement of the Company to any assets in any pension fund,</p> <p>(g) all of the Company's present and future goodwill (including all brand names not otherwise subject to a fixed charge under the Debenture),</p> <p>(h) the benefit of all present and future licences, subject to any required consents from unaffiliated third parties to such charge being obtained, consents and authorisations (statutory or otherwise) held in connection with the Company's business or the use of any of the Charged Assets, subject to any required consents from unaffiliated third parties to such charge being obtained and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,</p> <p>(i) all of the Company's present and future uncalled capital, and</p> <p>(j) all of the Company's present and future Intellectual Property Rights (including the Intellectual Property Rights, if any, specified in Schedule 4 (Intellectual Property Rights) of the supplemental deed to the Debenture executed by the Company dated 9 July 2008), 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 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</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">the Secured Obligations</p> <p>1.2 Leasehold Interests and Material Contracts Containing Prohibition on Charging</p> <p>Pursuant to Clause 3.2 (<i>Fixed Leasehold Interests and Material Contracts Containing Prohibition on Charging</i>) of the Debenture, there shall be excluded from the charge created by Clause 3.1 (<i>Fixed Charges</i>) of the 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 (<i>Non-Assignable Material Contracts</i>) of the 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</p> <p>1.3 Charge on Shares</p> <p>Pursuant to Clause 3.3 (<i>Charge on Shares</i>) of the Debenture, the Company, as continuing security for the payment, discharge and performance of all the Secured Obligations, with full title guarantee</p> <p>1.3.1 mortgaged and charged and agreed to mortgage and charge to the Administrative Agent (for the benefit of the Secured Parties), the Shares held now or in the future by it and/or any nominee on its behalf, by way of first equitable mortgage; and</p> <p>1.3.2 mortgaged and charged and agreed to mortgage and charge to the Administrative Agent (for the benefit of the Secured Parties), the Related Rights held now or in the future by it and/or any nominee on its behalf, by way of first equitable mortgage; and</p> <p>1.3.3 (to the extent they were not effectively mortgaged or charged pursuant to Clause 3.3.1 or 3.3.2 of the 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</p> <p>2 ASSIGNMENTS</p> <p>2.1 Assignments</p> <p>Pursuant to Clause 4.1 (<i>Assignments</i>) of the Debenture, subject to</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Clause 4 2 (*Non-Assignable Material Contracts*) of the Debenture, the Company, as continuing security for the payment, discharge and performance of all Secured Obligations, with full title guarantee, assigned and agreed to assign to the Administrative Agent for the benefit of the Secured Parties

2 1.1 all of its rights, title, interests (if any) to all proceeds of the Insurances received by the Company; and

2 1 2 (to the extent the same do not fall within any other provision of Clause 4 (*Assignments*) of the Debenture) all of its rights, title, interest and benefits under any Material Contracts, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it,

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

2 2 Non-Assignable Material Contracts

Pursuant to Clause 4 2 (*Non-Assignable Material Contracts*) of the Debenture, to the extent that any right, title and interest described in Clause 4 1.2 of the Debenture was not assignable or capable of assignment:

2 2 1 the assignment purported to be effected by Clause 4.1.2 of the Debenture shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, with full title guarantee as continuing security for the payment, discharge and performance of the Secured Obligations; and

2 2 2 the Company shall hold the benefit of any such right, title and interest on trust for the Administrative Agent

3 FLOATING CHARGE

3 1 Creation of Floating Charge

Pursuant to Clause 5 1 (*Floating Charge*) of the Debenture, subject to the provisions of Clause 6 (*Security over Guaranteed Loan Note Account*) and Clause 5.3 (*Postponement of rights*) of the Debenture, the Company, as continuing security for the payment, discharge and performance of the Secured Obligations, with full title guarantee and by way of a first floating charge, charged in favour of the Administrative Agent (for the benefit of the Secured Parties), all its undertaking, property, assets and rights whatsoever and wheresoever both present and future to the extent such assets have not otherwise been validly and effectively mortgaged or charged

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

pursuant to Clause 3 (*Creation of Fixed Security*) or Clause 4 (*Assignments*) of the Debenture (the "**Floating Charge Assets**")

3.2 Pursuant to Clause 5.2 4 of the Debenture, the floating charge created under the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

4 **FURTHER ASSURANCE**

The Debenture contains covenants for further assurance

5 **NEGATIVE PLEDGE**

The Debenture contains a negative pledge

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Timothy Democratis

Company name Clifford Chance LLP (via CH London counter)

Address 10 Upper Bank St

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 4206608
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 12
APRIL 2010 AND CREATED BY INFOR GLOBAL SOLUTIONS
(TESTON) LIMITED FOR SECURING ALL SUMS DUE OR TO
BECOME DUE UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 30 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MAY 2010



Companies House
— for the record —

20/05



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES