



Registration of a Charge

Company name: **AVAYA UK**

Company number: **03049861**



X48XMC6I

Received for Electronic Filing: **05/06/2015**

Details of Charge

Date of creation: **04/06/2015**

Charge code: **0304 9861 0003**

Persons entitled: **CITIBANK, N.A.**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RONNIE CHIU**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3049861

Charge code: 0304 9861 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th June 2015 and created by AVAYA UK was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th June 2015 .

Given at Companies House, Cardiff on 8th June 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 4 June 2015

Between

AVAYA UK

AVAYA INTERNATIONAL SALES LIMITED

AVAYA DEUTSCHLAND GMBH

as Chargors

and

CITIBANK, N.A.

as Administrative Agent

SECURITY AGREEMENT

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THIS DEED is dated 4 June 2015

BETWEEN:

- (1) **AVAYA UK** (registered number 03049861) a private unlimited company with its registered office at Avaya House, Cathedral Hill, Guildford, Surrey GU2 7YL (**Avaya UK**);
- (2) **AVAYA INTERNATIONAL SALES LIMITED**, a limited liability company incorporated under the laws of Ireland (**Avaya Ireland**);
- (3) **AVAYA DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) existing under the laws of Germany (**Avaya GmbH** and, together with Avaya Ireland, the **Foreign Chargors**, and the Foreign Chargors together with Avaya UK, the **Chargors**); and
- (4) **CITIBANK, N.A.** as security agent and trustee for the Secured Parties (as defined in the Credit Agreement (defined below)) (the **Administrative Agent**).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Credit Agreement.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed (including its Recitals):

Account Bank means a bank with whom a Security Account is maintained.

Act means the Law of Property Act 1925.

Administrator means any administrator appointed in respect of any Chargor (whether by the Administrative Agent, or a court or otherwise).

Assigned Contract means in each case, to the extent governed by English law, in relation to any Chargor:

- (a) any Cash Management Document;
- (b) any Swap Contract;
- (c) any Intercompany Document;
- (d) any letter of credit from time to time issued in its favour under which the aggregate consideration payable at anytime is in excess of \$250,000 (or its equivalent in other currencies);

- (e) any bill of exchange or other negotiable instrument from time to time held by it for an amount in excess of \$250,000 (or its equivalent in other currencies);
- (f) any other agreement whether existing at the date of this Deed or entered into after the date of this Deed under which the aggregate consideration payable at any time to a Chargor is in excess of \$100,000 (or its equivalent in other currencies); and
- (g) any other agreement from time to time to which a Chargor is a party and which a Chargor and the Administrative Agent have designated an Assigned Contract.

Cash Management Document means in relation to any Chargor, any agreement to which it is a party between two or more members of the Group that provides for any cash pooling, set-off, netting, or similar arrangement.

Charged Shares means all shares in any member of the Group that is on the date of this Deed, or after the date of this Deed becomes, a wholly-owned Material Foreign Subsidiary of a Chargor and which is incorporated in England and Wales and held by, or issued to, a Chargor or held by any nominee on its behalf.

Charged Company means each member of the Group from time to time whose shares are subject to this Security.

Credit Agreement means the credit agreement dated on or about the date of this Deed between, amongst others, Avaya UK, as U.K. Borrower, the other borrowers party thereto, and the Administrative Agent.

Discharge Date means the date on which all of the Secured Obligations have been paid in full (other than contingent indemnification obligations not yet accrued and payable), independently of any partial or intermediate payment in accordance with the terms of the Loan Documents, and the Lenders have no further commitment to lend under the Credit Agreement, the Outstanding Amount of L/C Obligations have been either reduced to zero, back-stopped by a letter of credit in form and substance satisfactory to the Administrative Agent in its sole discretion or Cash Collateralized and the L/C Issuers have no further obligations to issue Letters of Credit under the Credit Agreement.

Enforcement Event means the occurrence of an Event of Default which is continuing.

Group means Holdings, the Company and any of the Company's Restricted Subsidiaries.

Insurance Policies means, in relation to any Chargor, all insurance policies maintained by such Chargor, other than any insurance policy to the extent such insurance policy provides for (i) business interruption insurance or (ii) insurance in respect of liabilities of that Chargor to third parties.

Intercompany Document means in relation to any Chargor, any note or loan agreement with any other member of the Group.

Investments means:

- (a) the Charged Shares; and

- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments issued by any member of the Group that is a wholly-owned Material Foreign Subsidiary of a Chargor organized in England and Wales, Germany, Ireland or Canada,

which a Chargor purports to mortgage or charge under this Deed.

Party means a party to this Deed.

Plant and Machinery means any plant, machinery, computers or office equipment which a Chargor purports to mortgage or charge under this Deed.

Receiver means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Deed and that term will include any appointee under a joint and/or several appointment.

Related Rights means in relation to any Investment:

- (a) the proceeds of sale of the whole or any part of that asset or any monies and proceeds paid or payable in respect of that asset;
- (b) all rights under any agreement for sale, option or lease in respect of that asset; and
- (c) all rights, benefits, claims, contracts, warranties, remedies, security indemnities or covenants for title in respect of that asset.

Secured Obligations means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

Security means any Security Interest created, evidenced or conferred by or under this Deed.

Security Account means in relation to any Chargor:

- (a) any account specified in Part 3 of Schedule 1 (*Security Assets*) opposite its name;
- (b) any other account which a Chargor purports to charge under this Deed; and
- (c) in each case, any subdivision or sub account of any such account,

but excludes any Excluded Account.

Security Assets means any and all assets of each Chargor that are the subject of this Security.

Security Interest means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating

security, reservation of title or security interest or any other agreement or arrangement having a similar effect.

Security Period means the period beginning on the date of this Deed and ending on the Discharge Date.

Security Trust Deed means the Security Trust Deed dated on or about the date of this Deed and entered into between, amongst others, the Administrative Agent and Avaya UK.

Territory means England and Wales.

1.2 Construction

In this Deed (including its Recitals):

- (a) **capitalised** terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) an **agreement** includes any legally binding arrangement, agreement, contract, deed or instrument (in each case whether oral or written);
- (c) an **amendment** includes any amendment, supplement, variation, waiver, novation, modification, replacement or restatement (however fundamental) and **amend** and **amended** shall be construed accordingly;
- (d) **assets** includes properties, assets, businesses, undertakings, revenues and rights of every kind (including uncalled share capital), present or future, actual or contingent, and any interest in any of the above;
- (e) a **consent** includes an authorisation, permit, approval, consent, exemption, licence, order, filing, registration, recording, notarisation, permission or waiver;
- (f) references to an Event of Default being **continuing** means that such Event of Default has occurred or arisen and has not been expressly remedied or has not been expressly waived in writing by the Administrative Agent or the applicable Lenders, in each case in accordance with, and to the extent permitted by, the terms of the Credit Agreement;
- (g) a **disposal** includes any sale, transfer, grant, lease, licence or other disposal, whether voluntary or involuntary and **dispose** will be construed accordingly;
- (h) **including** means including without limitation and **includes** and **included** shall be construed accordingly;
- (i) **indebtedness** includes any obligation (whether incurred as principal, guarantor or surety and whether present or future, actual or contingent) for the payment or repayment of money;
- (j) **losses** includes losses, actions, damages, payments, claims, proceedings, costs, demands, expenses (including legal and other fees) and liabilities of any kind and **loss** shall be construed accordingly;

- (k) a **person** includes any individual, trust, firm, fund, company, corporation, partnership, joint venture, government, state or agency of a state or any undertaking or other association (whether or not having separate legal personality) or any two or more of the foregoing; and
- (l) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law compliance with which is customary) of any governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- (m) In this Deed, unless a contrary intention appears:
 - (i) a reference to any person includes a reference to that person's permitted successors, assignees and transferees and, in the case of the Administrative Agent, any person for the time being appointed as Administrative Agent in accordance with the Loan Documents, and in the case of the Administrative Agent and any Receiver, any Delegate of the Administrative Agent or Receiver (as appropriate);
 - (ii) references to Clauses, Subclauses and Schedules are references to, respectively, clauses and subclauses of and schedules to this Deed and references to this Deed include its schedules;
 - (iii) a reference to (or to any specified provision of) any agreement is to that agreement (or that provision) as amended, restated or otherwise modified from time to time;
 - (iv) a reference to a statute, statutory instrument or provision of law is to that statute, statutory instrument or provision of law, as it may be applied, amended or re-enacted from time to time;
 - (v) the index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed;
 - (vi) references to "with full title guarantee" are to be construed as provided for in the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (vii) words imparting the singular include the plural and vice versa.
- (n) The term:

certificated has the meaning given to it in the Uncertificated Securities Regulations 2001; and

clearance system means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depository for that person.
- (o) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Secured Party.
- (p) The terms of the other Loan Documents and of any side letters between any Parties in relation to any Loan Document (as the case may be) are incorporated

in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (q) This Deed shall continue to be effective, or be reinstated, as the case may be, if at any time any payment (or any part thereof) of any of the Secured Obligations is avoided, rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party, as though such payment had not been made.
- (r) Unless the context otherwise requires, a reference to a Security Asset or any type or description of a Security Asset includes:
 - (i) any part of that Security Asset; and
 - (ii) any present and future assets of that type.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- (b) Notwithstanding any term of this Deed, the consent of any third party is not required to rescind, vary, amend or terminate this Deed at any time.

1.4 Limitation under German Law

- (a) Notwithstanding anything to the contrary in this Deed or any other Loan Document, if and to the extent that any managing director (*Geschäftsführer*) of Avaya GmbH demonstrates in writing to the Administrative Agent by way of providing a certificate accompanied with background information satisfactory to the Administrative Agent (acting reasonably) that enforcement of the Security over English Assets of Avaya GmbH created pursuant to this Deed in respect of any Cross- and Upstream Liability Obligation were to cause personal liability of such managing director based on mandatory restrictions imposed by German law relating to up-stream and cross-stream guarantees and/or collateral and/or payment, the Administrative Agent shall only be entitled to enforce such Security over the English Assets of Avaya GmbH created pursuant to this Deed in respect of the Cross- and Upstream Liability Obligation up to the amount at which no such personal liability (as demonstrated by the managing director) would occur. In the event that the Administrative Agent is so restricted in enforcement of the Security over the English Assets of Avaya GmbH granted hereunder pursuant to this Clause, Avaya GmbH shall take all reasonable measures to mitigate the effect of such limitation and inform the Administrative Agent of any such measures accordingly. Avaya GmbH shall at any time, upon the Administrative Agent's reasonable request, provide the Administrative Agent with further and updated evidence showing whether and to which extent its financial condition has improved. The Administrative Agent shall at all times remain entitled (acting reasonably) to further enforce the Security over the English Assets of Avaya GmbH created pursuant to this Deed in respect of the Cross- and Upstream Liability Obligation as and when the financial condition of Avaya GmbH improves.

- (b) Any evidence relating to financial information delivered by Avaya GmbH in connection with (a) above shall be prepared in accordance with the provisions of the German Commercial Code (*Handelsgesetzbuch*, "**HGB**") consistently applied by Avaya GmbH in preparing its unconsolidated balance sheets (*Jahresabschluss*) according to Section 42 GmbHG, Sections 242, 264 HGB in the previous years, save that (i) loans provided to Avaya GmbH by its parent or any of its parent's subsidiaries shall be disregarded, if and to the extent that such loans are subordinated or are considered subordinated by law or by contract at least to the rank pursuant to section 39 (1) No. 5 InsO and (ii) loans or other contractual liabilities incurred by Avaya GmbH in breach of this Deed or any other Loan Document shall not be taken into account as liabilities.
- (c) **"Cross- and Upstream Liability Obligations"** means any guarantee and indemnity or joint and several liability which secures any obligations owed by any other Loan Party who is an affiliated company (*verbundenes Unternehmen*) within the meaning of Section 15 German Stock Corporation Act (*Aktiengesetz*) (in each case other than a direct or indirect subsidiary of Avaya GmbH). For the avoidance of doubt, any guarantee and indemnity or joint and several liability which secures any obligations owed in respect of (x) loans to the extent they are on-lent to Avaya GmbH or any of its direct or indirect subsidiaries and such amount is not repaid or (y) bank guarantees, letters of credit or any other financial or monetary instrument issued for the benefit of any of the creditors of Avaya GmbH or any of its direct or indirect subsidiaries shall not constitute Cross- and Upstream Liability Obligations.

2. GUARANTEE

2.1 Guarantee

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees as principal obligor to each Secured Party due and punctual performance by each Loan Party of all of the Secured Obligations now or in the future due, owing or incurred by such Loan Party;
- (b) undertakes with each Secured Party that whenever another Loan Party does not pay or discharge any Secured Obligation now or in the future due, owing or incurred by that Loan Party, it shall immediately on the Administrative Agent's written demand pay or discharge such Secured Obligation as if it was the principal obligor; and
- (c) indemnifies each Secured Party immediately on written demand against any cost, loss or liability suffered by the Administrative Agent or other Secured Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Administrative Agent or such other Secured Party would otherwise have been entitled to recover.

2.2 Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Loan Party under the Loan Documents, regardless of any intermediate payment or discharge in whole or in part.

2.3 Reinstatement

If any payment by a Loan Party or any discharge given by the Administrative Agent or other Secured Party (whether in respect of the obligations of any Loan Party or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Administrative Agent and each other Secured Party shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

2.4 Waiver of defences

Without prejudice to Clause 22 (*Release*), the obligations of each Chargor under this Clause (*Guarantee*) will not be affected by an act, omission, matter or thing which, but for this Clause (*Guarantee*), would reduce, release or prejudice any of its obligations under this Clause (*Guarantee*) (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any other Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any other Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Loan Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- (g) any insolvency or similar proceedings.

2.5 Demands

- (a) The making of one demand under Clause 2.1 (*Guarantee*) shall not preclude the Administrative Agent from making any further demands.
- (b) Any delay of the Administrative Agent in making a demand under Clause 2.1 (*Guarantee*) shall not be treated as a waiver of its rights to make such demand.

2.6 Chargor Intent

Without prejudice to the generality of Clause 2.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

2.7 Immediate recourse

Each Chargor waives any right it may have of first requiring the Administrative Agent or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 2 (*Guarantee*). This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.

2.8 Deferral of the Chargers' rights

- (a) Until all amounts which may be or become payable by the Loan Parties under or in connection with the Loan Documents have been paid in full and unless the Administrative Agent otherwise directs (in which case it shall take such action as it is directed), no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents:
 - (i) to be indemnified by another Loan Party;
 - (ii) to claim any contribution from any other Chargor of any Loan Party's obligations under the Loan Documents; and/or
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by any Secured Party.
- (b) If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Loan Parties under or in connection with the Loan Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Administrative Agent or as the Administrative Agent may direct.

2.9 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

2.10 Credit Agreement

The provisions of sections 2.08(b) (*Interest*) (with respect to Default Rate), 2.14 (*Incremental Credit Extensions*) and 3.01 (*Taxes*) of the Credit Agreement are hereby incorporated, *mutatis mutandi*, and shall apply to this Deed, the Chargors, the Lenders and the Administrative Agent as if set forth herein.

3. CREATION OF SECURITY

3.1 General

- (a) All this Security:
 - (i) is created in favour of the Administrative Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) Each Chargor hereby acknowledges that all assets, right, interests and benefits which are now or in the future granted to the Administrative Agent pursuant to this Clause or otherwise mortgaged, charged, assigned or otherwise granted to it under this Deed (or any other document in connection herewith) and all other rights, powers and discretions granted to or conferred upon the Administrative Agent under this Deed or the other Loan Documents (or any other document in connection therewith) shall be held by the Administrative Agent on trust for the Secured Parties from time to time in accordance with the provisions of the Security Trust Deed.
- (c) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (*Security Assets*) does not affect the validity or enforceability of this Security.
- (d) Any Security Interest granted by a Foreign Chargor pursuant to this Deed shall be limited to all of the assets of each such Foreign Chargor which are located or otherwise situated in England and Wales or which are governed, expressly or by operation of law or otherwise, by English law (any such assets being **English Assets**).

3.2 Investments

- (a) Each Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf.
- (b) A reference in this Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:
 - (i) any dividend, interest or other distribution paid or payable;

- (ii) any right, money or property accruing, derived, incidental or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (iii) any right against any clearance system;
 - (iv) any Related Rights; and
 - (v) any right under any custodian or other agreement,
- in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

3.3 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant, machinery, computers and office equipment owned by it (excluding any equipment that is leased) and which is specified in Part 2 of Schedule 1 (*Security Assets*) opposite its name and any and all other plant, machinery, computers and office equipment (or any interest therein) owned by it.

3.4 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of each amount standing to the credit of each account held with any person, in England and Wales, and the debt represented by that account.

3.5 Book debts

Each Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (a) or (b) above.

3.6 Insurance Policies

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurance Policies and all of its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all amounts and rights described in paragraph (a) above.

3.7 Assigned Contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of its Assigned Contracts.
- (b) To the extent that any such right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages,

compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.

3.8 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

3.9 Floating charge

- (a) Each Chargor charges by way of a floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed.
- (b) Except as provided in paragraph (c) below, the Administrative Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice if an Event of Default has occurred and is continuing.
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986 or under the Insolvency Act 2000.
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets:
 - (i) if an administrator is appointed in respect of any Chargor or the Administrative Agent receives notice of an intention to appoint an administrator in respect of any Chargor; or
 - (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind up (or not wind up) that Chargor unless permitted under section 7.04 (*Fundamental Changes*) of the Credit Agreement.
- (e) The floating charge created under this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

- (f) The giving by the Administrative Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Administrative Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Loan Document.
- (g) Any charge which has been converted into a fixed charge in accordance with paragraphs (b) or (d) above may, by notice in writing given at any time by the Administrative Agent to the relevant Chargor, be reconverted into a floating charge in relation to the Security Assets specified in such notice.

4. REPRESENTATIONS - GENERAL

4.1 Nature of security

Each Chargor represents and warrants to each Secured Party that:

- (a) this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise;
- (b) all actions and consents including all filings, notices, registrations and recordings necessary for the exercise by the Administrative Agent of the voting or other rights provided for in this Deed or the exercise of remedies in respect of the Security Assets have been made or will be obtained within periods required to perfect the Security (except that there is no requirement to take any perfection steps in respect of Security Interests granted in relation to motor vehicles, intellectual property or real estate until such time as instructed to do so in writing by the Administrative Agent whilst an Enforcement Event exists) as against any third party; and
- (c) Schedule 1 (*Security Assets*) properly identifies:
 - (i) in Part 1 thereof, all Charged Shares and other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments owned by the Chargors in the Territory at the date of this Deed;
 - (ii) in Part 3 thereof, other than any Excluded Accounts existing on the date of this Deed, all bank accounts held by the Chargors in England and Wales on the date of this Deed and Avaya UK has no other bank accounts and the Foreign Chargors have no other bank accounts that are not secured in favour of the Secured Parties pursuant to another Collateral Document in force on the date of this Deed, other than any Excluded Accounts.

4.2 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed (including in this Clause) are made by each Chargor on the date of this Deed.
- (b) Each representation and warranty under this Deed is deemed to be repeated by each Chargor on the date of each Credit Extension under a Loan Document (other than any Protective Advance and any conversion of Loans to the other

Type or a continuation of Eurocurrency Rate Loans, CDOR Loans or EURIBOR Loans).

- (c) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition provided that, to the extent that any representation and warranty specifically refers to an earlier date, it shall be made by reference to such earlier date.

5. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security Interest on any of its assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, lease, transfer, redeem or otherwise dispose of all or any part of its assets,

unless permitted by the Credit Agreement.

6. INVESTMENTS

6.1 Investments

Each Chargor represents and warrants to each Secured Party that:

- (a) its Investments are duly authorised, validly issued and fully paid;
- (b) its Investments are not subject to any Security Interest, any option to purchase or similar right, in each case, other than as permitted by the Credit Agreement;
- (c) it is the sole legal and beneficial owner of its Investments (save for any Investments acquired by or issued to that Chargor after the date of this Deed that are held by any nominee on its behalf or any Investments transferred to the Administrative Agent or its nominee pursuant to this Deed);
- (d) each Charged Company is a company incorporated with limited liability; and
- (e) the constitutional documents of each Charged Company do not restrict or inhibit any transfer of those shares on creation or enforcement of this Security.

6.2 Certificated Investments

- (a) Each Chargor must:
 - (i) deposit with the Administrative Agent, or as the Administrative Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to any Investment, immediately in respect of any Investment subject to this Security on the date of this Deed and thereafter as soon as practicable (and in any event, within 45 days after the date of acquisition thereof or such longer period as to which the Administrative Agent may agree in its reasonable discretion) following the acquisition by, or the issue to, that Chargor of any certificated Investment (unless the same is required for registering any transfer, in which case the relevant Chargor must deposit the same immediately after such registration is completed); and

- (ii) as soon as practicable (and in any event within 10 Business Days' of any request) take any action and execute and deliver to the Administrative Agent any share transfer or other document which may reasonably be requested by the Administrative Agent in order to enable the transferee to be registered as the owner or otherwise obtain (whilst an Enforcement Event exists) a legal title to that Investment, which includes delivering all stock transfer forms (executed and left undated) in favour of the Administrative Agent or any of its nominees as transferee or, if the Administrative Agent so directs, with the transferee left blank.
- (b) The Administrative Agent may whilst an Enforcement Event exists complete the instruments of transfer on behalf of the Chargor in favour of itself or such other person as it shall select.

6.3 Calls

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Administrative Agent may (at its discretion) pay those calls or other payments on behalf of that Chargor. That Chargor must within 10 Business Days of written request reimburse the Administrative Agent for any payment made by the Administrative Agent under this Subclause and, pending reimbursement, that payment will constitute part of the Secured Obligations.

6.4 Other obligations in respect of Investments

- (a) It is acknowledged and agreed that notwithstanding anything to the contrary contained in this Deed, each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of any of its Investments.
- (b) No Secured Party will be required in any manner to:
 - (i) perform or fulfil any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor;
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount; or
 - (v) take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise,
 in respect of any Investment.

6.5 Voting rights

- (a) Unless an Event of Default is continuing, each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments for any purpose consistent with the terms of this Deed, the Credit Agreement and the other Loan Documents provided that such rights and powers shall not be exercised in any manner, except as is permitted under the Credit Agreement, that would materially and adversely affect the rights and remedies of the Administrative Agent or the other Secured Parties under this Deed, the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.
- (b) Subject to the terms of the Credit Agreement, unless an Event of Default has occurred and is continuing, and the Administrative Agent shall have notified each Chargor of the suspension of the rights of the Chargors under this Clause, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor. To achieve this:
 - (i) the Administrative Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the relevant Chargor; or
 - (ii) if payment is made directly to the Administrative Agent (or its nominee) at a time when an Event of Default is not continuing, the Administrative Agent (or that nominee) will promptly pay that amount to the relevant Chargor.
- (c) Whilst an Enforcement Event exists, and following notice to the applicable Chargor that the rights of the Chargor under this Clause 6.5 (*Voting rights*) are suspended, the Administrative Agent or its nominee may exercise or refrain from exercising:
 - (i) any voting rights; and
 - (ii) any other powers or rights which maybe exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,

in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by any Chargor.
- (d) To the extent that the Investments remain registered in the names of the Chargors, each Chargor irrevocably appoints the Administrative Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments whilst an Event of Default is continuing.
- (e) Each Chargor must indemnify the Administrative Agent against any loss or liability incurred by the Administrative Agent as a consequence of the Administrative Agent acting in respect of its Investments on the direction of that Chargor, save to the extent that such loss or liability resulted from the gross negligence, bad faith or wilful misconduct of, or breach of any obligation under any Loan Document by, the Administrative Agent, as determined by the final, non-appealable judgment of a court of competent jurisdiction.

6.6 Clearance systems

- (a) Whilst an Enforcement Event exists, each Chargor must, if so requested by the Administrative Agent:
 - (i) instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee to an account of the Administrative Agent or its nominee with that clearance system; and
 - (ii) take whatever action the Administrative Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (b) Whilst an Enforcement Event exists, without prejudice to the rest of this Subclause the Administrative Agent may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as necessary.

7. ACCOUNTS

7.1 Accounts

Except as otherwise permitted by the Credit Agreement, all Security Accounts must be maintained at a branch of the Account Bank approved by the Administrative Agent (those listed in Part 3 of Schedule 1 being approved by the Administrative Agent's execution of this Deed).

7.2 Change of Account Bank

- (a) Any Account Bank may be changed to another bank and additional banks may be appointed as Account Banks if the Administrative Agent so agrees, or as otherwise permitted by the Credit Agreement.
- (b) Without prejudice to Clause 7.2(a), a Chargor may only open an account with a new Account Bank after the proposed new Account Bank agrees with the Administrative Agent and the relevant Chargor, in a manner satisfactory to the Administrative Agent (acting reasonably), to fulfil the role of the Account Bank under this Deed, provided that this paragraph (b) shall not apply to Excluded Accounts.
- (c) No Chargor shall, during the continuance of this Deed, without the Administrative Agent's prior consent, permit or agree to any variation of the rights attaching to any Security Account or close any Security Account except in accordance with section 6.15(d) (*Cash Management Systems*) of the Credit Agreement.

7.3 Book debts and receipts

In respect of amounts receivable by a Chargor, each Chargor must comply with section 6.15 (*Cash Management Systems*) of the Credit Agreement.

7.4 Withdrawals

- (a) Whilst:

- (i) a Specified Event of Default is continuing, in the case of a Security Account that is a cash pooling account; or
- (ii) during the continuance of a Cash Dominion Event, in the case of other Security Accounts,

the Administrative Agent (or a Receiver) may withdraw amounts standing to the credit of any Security Account for application in accordance with the Credit Agreement.

- (b) The Administrative Agent may only give instructions to Account Banks, as referred to in paragraph 1(b) in the form of notice set out in Part 1 of Schedule 2 whilst:

- (i) a Specified Event of Default is continuing, in the case of instructions to any Account Banks with whom any Security Account that is a cash pooling account is held; or
- (ii) during the continuance of a Cash Dominion Event, in the case of any Account Banks with whom any other Security Account is held,

and, notwithstanding the foregoing, the Administrative Agent agrees that it shall not deliver any instructions to any account bank in respect of Excluded Accounts.

- (c) Each Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time standing to the credit of any Security Account except:

- (i) whilst a Specified Event of Default is continuing, in the case of a Security Account that is a cash pooling account, or during the continuance of a Cash Dominion Event, in the case of any other Security Account; or
- (ii) if otherwise prohibited by section 6.15 (*Cash Management Systems*) of the Credit Agreement,

in which case, the Chargor shall not be so entitled without the prior written consent of the Administrative Agent.

- (d) Each Chargor must ensure that none of its Security Accounts is overdrawn at any time other than in accordance with any Cash Management Document or as permitted by the Credit Agreement.
- (e) Each Chargor must ensure that each Account Bank operates each Security Account in accordance with the terms of this Deed and the notices given under Clause 7.5 or as otherwise permitted by the Credit Agreement.

7.5 Notices of charge

- (a) Each Chargor must:
 - (i) immediately give notice to each relevant Account Bank with whom a Security Account listed in Part 3(A) of Schedule 1 is held,

substantially in the form of Part 1 of Schedule 2 (*Forms of letter for Security Accounts*); and

- (ii) procure that each relevant Account Bank in respect of Security Accounts existing on the Closing Date, acknowledges that notice substantially in the form of Part 2 of Schedule 2 (*Forms of letter for Security Accounts*) within 14 days of the date of this Deed.
- (b) Each Chargor agrees that it shall, in connection with any amendment of the instructions to the Account Bank:
- (i) as soon as practicable following request by the Administrative Agent provide a revised or supplemental notice to each relevant Account Bank in a form and substance satisfactory to the Administrative Agent (acting reasonably); and
 - (ii) use reasonable endeavours to procure that each relevant Account Bank acknowledges any amended notice delivered pursuant to paragraph (b)(i) above within 14 days of such notice. Notwithstanding the foregoing, if the Chargor has used reasonable endeavours but has not been able to obtain the acknowledgement, its obligation to obtain the acknowledgement shall cease on expiry of that 14-day period.

8. ASSIGNED CONTRACTS

8.1 Copies of Assigned Contracts

Each Chargor must supply the Administrative Agent and any Receiver with copies of each of its Assigned Contracts and any information and documentation relating to any of its Assigned Contracts if reasonably requested by the Administrative Agent or any Receiver (subject to any confidentiality obligation binding on the relevant Chargor).

8.2 Rights

If an Event of Default is continuing, following written notice to the applicable Chargor of its intention to do so, the Administrative Agent may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) any of that Chargor's rights under its Assigned Contracts.

8.3 Notices of assignment on signing

Each Chargor must:

- (a) as soon as practicable, serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of letter for Assigned Contracts*), on each of the other parties to each of its Assigned Contracts referred to in paragraphs (a) to (e) of the definition of Assigned Contracts which are in existence on the date of this Deed; and
- (b) use commercially reasonable endeavours to procure that each of those other parties acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of letter for Assigned Contracts*) within 14 days of the date of this Deed or, if later, the date of entry into that Assigned Contract (as appropriate). Notwithstanding the foregoing, if the Chargor has used commercially reasonable endeavours but has not been able to obtain the

acknowledgement, its obligation to obtain the acknowledgement shall cease on expiry of that 14-day period.

8.4 Notices of assignment following an Enforcement Event

If an Enforcement Event exists, each Chargor must, if the Administrative Agent so requests:

- (a) as soon as practicable after such request by the Administrative Agent, serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of letter for Assigned Contracts*), on each of the other parties to each of its Assigned Contracts referred to in paragraphs (f) and (g) of the definition of Assigned Contracts which are then in existence; and
- (b) use commercially reasonable endeavours to procure that each of those other parties acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of letter for Assigned Contracts*) within 14 days of the Chargor serving notice on each of the other parties to the relevant Assigned Contracts in accordance with (a) above. Notwithstanding the foregoing, if the Chargor has used commercially reasonable endeavours but has not been able to obtain the acknowledgement, its obligation to obtain the acknowledgement shall cease on expiry of that 14-day period.

9. PLANT AND MACHINERY

9.1 Maintenance

Each Chargor must take any action which the Administrative Agent may require to evidence the interest of the Administrative Agent in its Plant and Machinery and except if the failure to do so would not reasonably be expected to have a Material Adverse Effect, each Chargor must take commercially reasonable steps to keep its Plant and Machinery in good repair and in good working order and condition, ordinary wear and tear excepted and casualty or condemnation excepted and consistent with past practice.

9.2 INSURANCE POLICIES

9.3 Rights

- (a) If an Event of Default is continuing:
 - (i) the Administrative Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its Insurance Policies;
 - (ii) each Chargor must take such steps (at its own cost) as the Administrative Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor; and
 - (iii) each Chargor must hold any payment received by it under any of its Insurance Policies on trust for the Administrative Agent.

9.4 Notice

Each Chargor must:

- (a) as soon as practicable give notice of this Deed to each of the other parties to each of the Insurance Policies by sending a notice substantially in the form of Part 1 of Schedule 3 (*Insurance Policies*); and
- (b) use commercially reasonable endeavours to procure that each such other party delivers a letter of acknowledgement to the Administrative Agent substantially in the form of Part 2 of Schedule 3 (*Insurance Policies*) within 45 days of the date of this Deed or, if later, the date of entry into that Insurance Policy (as appropriate). Notwithstanding the foregoing, if the Chargor has used reasonable endeavours but has not been able to obtain the acknowledgements, its obligation to obtain the acknowledgement shall cease on expiry of that 45-day period.

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Timing

This Security will become immediately enforceable if an Event of Default is continuing.

10.2 Enforcement

After this Security has become enforceable in accordance with Clause 10.1 (*Timing*), the Administrative Agent may in its absolute discretion enforce all or any part of this Security (1) in any manner it sees fit in accordance with the Loan Documents or (2) as the Required Lenders or all of the Lenders, as applicable, direct in accordance with the Credit Agreement.

11. ENFORCEMENT OF SECURITY

11.1 General

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act) as varied or amended by this Deed will be immediately exercisable at any time after this Security has become enforceable in accordance with Clause 10.1 (*Timing*).
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to this Security or to the exercise by the Administrative Agent of its right to consolidate all or any of the Security with any other security in existence at the time or to its power of sale, which powers may be exercised by the Administrative Agent without notice to the Chargor on or at any time after this Security has become enforceable.
- (d) Any powers of leasing conferred on the Administrative Agent by law are extended so as to authorise the Administrative Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the

Administrative Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

11.2 No liability as mortgagee in possession

Neither the Administrative Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any neglect, default or omission in connection with a Security Asset for which a mortgagee in possession might otherwise be liable, save as regards the Administrative Agent, to the extent such loss or liability resulted from the gross negligence, bad faith or wilful misconduct of the Administrative Agent, as determined by the final, non-appealable judgment of a court of competent jurisdiction.

11.3 Privileges

Each Receiver and the Administrative Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act).

11.4 Protection of third parties

No person (including a purchaser) dealing with the Administrative Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
 - (i) whether any power which the Administrative Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
 - (ii) whether any money remains due under the Loan Documents; or
 - (iii) how any money paid to the Administrative Agent or to that Receiver is to be applied.
- (b) The receipt of the Administrative Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Administrative Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable in accordance with Clause 10.1 (*Timing*), the Administrative Agent may:
 - (i) redeem any prior Security Interest against any Security Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself; and/or

- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Administrative Agent, promptly following receipt by the applicable Chargor of an invoice relating thereto setting forth such costs and expenses in reasonable detail, the documented out-of-pocket costs and expenses incurred by the Administrative Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest and, pending reimbursement, that payment will constitute part of the Secured Obligations.

11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Loan Documents but at a time when amounts may or will become due, the Administrative Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate.

12. ADMINISTRATOR

12.1 Appointment of Administrator

- (a) Subject to the Insolvency Act 1986, at any time and from time to time after this Security becomes enforceable in accordance with Clause 10.1 (*Timing*), or if any Chargor so requests the Administrative Agent in writing from time to time, the Administrative Agent may appoint any one or more qualified persons to be an Administrator of that Chargor, to act together or independently of the other or others appointed (to the extent applicable).
- (b) Any such appointment may be made pursuant to an application to court under paragraph 12 of Schedule B1 of the Insolvency Act 1986 (Administration application) or by filing specified documents with the court under paragraphs 14 - 21 of Schedule B1 of the Insolvency Act 1986 (Appointment of administrator by holder of floating charge).
- (c) In this clause **qualified person** means a person who, under the Insolvency Act 1986, is qualified to act as an Administrator of any company with respect to which he is appointed.

13. RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Administrative Agent may, without prior notice to the Chargors, appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable in accordance with Clause 10.1 (*Timing*); or
 - (ii) a Chargor so requests the Administrative Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.

- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Administrative Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 except with the leave of the court.
- (e) The Administrative Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Administrative Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

13.2 Removal

The Administrative Agent may by writing under its hand (subject to any requirement *for an* order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Administrative Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Act) will not apply.

13.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of, and remuneration payable to, a Receiver and for liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.5 Relationship with Administrative Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable in accordance with Clause 10.1 (*Timing*) be exercised by the Administrative Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

14. POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law. This includes:

- (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time; each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset (including income accrued from time to time).

14.3 Calls

A Receiver may make, or require the directors of a Chargor to make, calls upon the holders of share capital of a Chargor which remains uncalled and to enforce payment of such calls and any previous unpaid calls by taking proceedings.

14.4 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit.

14.5 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor and employ, engage, dismiss or vary the terms of employment or engagement of employees, workmen, servants, officers, managers, agents and advisers on such terms as to remuneration and otherwise as he shall think fit including power to engage his own firm in the conduct of the receivership.

14.6 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

14.7 Redemption of security

A Receiver may redeem, discharge or compromise any security whether or not having priority to all or any part of the security constituted pursuant to this Deed.

14.8 Covenants, guarantees and indemnities

A Receiver may enter into such bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit and make all payments needed to effect, maintain or satisfy such obligations or liabilities.

14.9 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

14.10 Contracts

A Receiver may enter into any contract or arrangement and perform, repudiate, rescind or vary any contract to which a Chargor is a party.

14.11 Acquisitions

A Receiver may purchase, lease, hire or acquire any assets or rights which he shall in his absolute discretion consider necessary or desirable for the carrying on, improvement or realisation of, or for the benefit of, the whole or any part of the Security Assets or the business of a Chargor.

14.12 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

14.13 Legal actions

A Receiver may bring, prosecute, enforce, defend, negotiate and abandon any action, suit or proceedings in connection with the business of a Chargor, all or any party of any Security Asset or this Security which he thinks fit.

14.14 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

14.15 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and supervise, control and finance any existing or new Subsidiary of that Chargor and transfer to that Subsidiary any Security Asset.

14.16 Delegation

A Receiver may delegate his powers in accordance with this Deed.

14.17 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

14.18 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation;
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation; and
- (d) effect, maintain or renew indemnity and other insurances and to obtain bonds and performance guarantees

in each case as he thinks fit.

14.19 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or by law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

- (a) All moneys from time to time received or recovered by the Administrative Agent or any Receiver in connection with the realisation or enforcement of all or any part of the Security shall be held by the Administrative Agent on trust for the Secured Parties from time to time in accordance with the provisions of the Security Trust Deed to apply them in accordance with the terms of the Security Trust Deed and the Credit Agreement.
- (b) This Clause does not prejudice the right of any Secured Party to recover any shortfall from a Loan Party.

16. TAXES, EXPENSES AND INDEMNITY

- (a) Each Chargor must pay, or on an indemnity basis reimburse, any and all amounts for which it is liable in accordance with, and solely to the extent required by, sections 2.08 (*Interest*), 3.01 (*Taxes*), 10.04 (*Attorney Costs and Expenses*), 10.05 (*Indemnification by the Borrowers*) and 10.19 (*Judgment Currency*) of the Credit Agreement.
- (b) Any amount due but unpaid shall carry interest at the rate and on the basis mentioned in Clause 21.1 (*Interest*).

17. DELEGATION

17.1 Power of Attorney

The Administrative Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such right, power or discretion by the Administrative Agent or any Receiver itself.

17.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Administrative Agent or any Receiver may think fit.

17.3 Liability

Neither the Administrative Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate or sub-delegate, save as regards the Administrative Agent, to the extent such loss or liability resulted from the gross negligence, bad faith or wilful misconduct of the Administrative Agent, as determined by the final, non-appealable judgment of a court of competent jurisdiction.

17.4 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Administrative Agent or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

18. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Administrative Agent or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed (including procuring that any third party creates a Security Interest in favour of the Administrative Agent over any Security Asset to which it holds the legal title as trustee, nominee or agent);
- (b) following an Enforcement Event facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any right, power or discretion exercisable by the Administrative Agent or any Receiver in respect of any Security Asset; or
- (d) creating and perfecting security in favour of the Administrative Agent (equivalent to the security intended to be created by this Deed) over any assets of
 - (i) Avaya UK, whether or not they are English Assets; and
 - (ii) any Foreign Chargor, to the extent such assets are English Assets.

This includes:

- (iii) the re-execution of this Deed;
- (iv) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Administrative Agent or to its nominee; and
- (v) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Administrative Agent may think expedient (acting reasonably).

19. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably appoints the Administrative Agent and each Receiver to be its attorney to take any action which that Chargor is obliged to take under this Deed but which it has failed to take when required to do so under this Deed within 5 Business Days of request by the Administrative Agent. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

20. PRESERVATION OF SECURITY

20.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

20.2 Reinstatement

- (a) If any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of each Chargor under this Deed will continue or be reinstated as if the discharge or arrangement had not occurred.
- (b) Each Secured Party may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

20.3 Waiver of defences

Without prejudice to Clause 22 (*Release*), the obligations of each Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or any Secured Party). This includes:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) any release of any other person under the terms of any composition or arrangement;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any other person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment (however fundamental) or replacement of a Loan Document or any other document or security or of the Secured Obligations;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Loan Document or any other document or security or of the Secured Obligations the failure by any member of the Group to enter into or be bound by any Loan Document; or
- (h) any insolvency or similar proceedings or any winding up, dissolution administration, or re-organisation or other change in a Chargor or any other person.

20.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Loan Party or any other person before claiming from that Chargor under this Deed.

20.5 Appropriations

Until the Discharge Date, each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Deed:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) against those amounts;
- (b) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise; and
- (c) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under this Deed.

20.6 Non-competition

Unless:

- (a) the Discharge Date has occurred; or
- (b) the Administrative Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Secured Party (or any trustee or agent on its behalf);
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Chargor's liability under this Clause;
- (iii) claim, rank, prove or vote as a creditor of any Loan Party or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Loan Party, or exercise any right of set-off as against any Loan Party.

Each Chargor must hold on trust for and must immediately pay or transfer to the Administrative Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Administrative Agent under this Clause.

20.7 Additional security

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

20.8 No Prejudice

This Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to a Chargor or any other person, or the Administrative Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Administrative Agent holds the Security or by any other thing which might otherwise prejudice that Security.

20.9 Remedies and Waivers

No failure on the part of the Administrative Agent to exercise, or any delay on its part in exercising, any rights under this Security shall operate as a waiver of that right, nor shall any single or partial exercise of any right under this Security preclude any further or other exercise of that or any other right under this Security.

20.10 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

20.11 Deferral of Rights

Until the Discharge Date, a Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Deed; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, this Deed by any Secured Party.

20.12 Security held by Chargor

No Chargor may, without the prior consent of the Administrative Agent, hold any security from any other Loan Party in respect of that Chargor's liability under this Deed. Each Chargor will hold any security held by it in breach of this provision on trust for the Administrative Agent.

21. MISCELLANEOUS

21.1 Interest

If a Chargor fails to pay any sums on the due date for payment of that sum the Chargor shall pay interest on such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on that sum) in accordance with the provisions of section 2.08 (*Interest*) of the Credit Agreement.

21.2 Tacking

Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances).

21.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with any Loan Party.
- (b) If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

21.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any Loan Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and

- (b) no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

21.5 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any Loan Document.

21.6 Perpetuity period

The perpetuity period for the trusts in this Deed is 125 years.

21.7 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute “financial collateral” and this Deed and the obligations of any Chargor under this Deed constitute a “security financial collateral arrangement” (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)) the Administrative Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) For the purpose of paragraph (a) above, the value of the financial collateral appropriated shall be (i) in the case of cash, the amount standing to the credit of each of the Security Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (ii) in the case of any other asset, such amount as the Administrative Agent may determine having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it. In each case, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

22. RELEASE

- (a) At the end of the Security Period (or as required under the Loan Documents), the Administrative Agent must, at the request and cost of the Chargors, take whatever action is reasonably necessary and within its power to release the relevant Security Assets (whether in whole or in part) from this Security subject to paragraph **Error! Reference source not found.** below.
- (b) If any discharge or release of any Chargor of its obligations under this Deed and/or of this Security is made in whole or in part on the faith of any payment, security or other disposition which is avoided, rescinded or must be restored or returned, the liability of each Chargor under this Deed and the Security will continue or be reinstated as if the discharge or release had not occurred.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

24. NOTICES

24.1 Communications in Writing

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by email, fax or letter.

24.2 Addresses

- (a) Any notice or other communication herein required or permitted to be given to a party to this Deed shall be sent to the relevant party's address set out in Clause 24.2(b) or as set forth in the Credit Agreement or any substitute address, email, fax number or department or officer as the relevant party may notify to the Administrative Agent (or the Administrative Agent may notify to the other parties, if a change is made by the Administrative Agent) by not less than five business days' notice.
- (b) For the purposes of Clause 24.2(a), the contact details of each Chargor shall be as follows:

Avaya UK

To:

Legal Department (UK)

Ena Hunter – Corporate Counsel, UK and Ireland

Avaya House

Cathedral Hill

Guildford

Surrey GU2 7YL

Tel: 01483 308332

Email: ehunter@avaya.com

with a copy to:

Legal Department (US)

Adele Freedman, VP and Deputy GC

c/o Avaya Inc.
4655 Great American Parkway
Santa Clara, CA 95054
Tel: (408) 562-3400
Email: afreedman@avaya.com

Avaya Ireland

To:

The Atrium, Block A, Blackthorn Road, Sandyford Business
Park, Sandyford, Dublin 18
Attention: Michael Murray
mmurray@avaya.com

with a copy to:

Legal Department (US)
Adele Freedman, VP and Deputy GC
c/o Avaya Inc.
4655 Great American Parkway
Santa Clara, CA 95054
Tel: (408) 562-3400
Email: afreedman@avaya.com

Legal Department (UK)
Ena Hunter – Corporate Counsel, UK and Ireland
Avaya House
Cathedral Hill
Guildford
Surrey GU2 7YL
Tel: 01483 308332
Email: ehunter@avaya.com

Avaya GmbH

To:

Theodor-Heuss-Allee 112, 60486 Frankfurt am Main, Germany

Attention: Wolfgang Zorn

Area Controller DACH

Tel: +49 69 7505-6384

Mobile: +49 163 282 9920

with a copy to:

Adele Freedman

c/o Avaya Inc.

4655 Great American Parkway

Santa Clara, CA 95054

U.S.A.

Michael Lee

ROPES & GRAY LLP

Prudential Tower, 800 Boylston Street

Boston, MA 02199-3600

U.S.A.

24.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (i) if by way of fax or email, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or, as the case may be, five days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

- (b) Any communication or document to be made or delivered to the Administrative Agent under or in connection with this Deed shall be effective only when actually received by the Administrative Agent and then only if it is expressly marked for the attention of the department or officer identified with the Administrative Agent's communication details (or any substitute department or officer as the Administrative Agent shall specify for this purpose).

24.4 Notification of address, fax number and email address

Promptly upon receipt of notification of an address, fax number and email address or change of address, email or fax number pursuant to Clause 24.2 (*Addresses*) or changing its own address, email or fax number, the Administrative Agent shall notify the other parties.

24.5 English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Administrative Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

25. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

26. ENFORCEMENT

26.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 26.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

26.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor not incorporated in England and Wales irrevocably appoints Avaya UK as its agent under this Deed for service of process in any proceedings before the English courts in connection with this Deed (and Avaya UK, by its execution of this Deed, accepts that appointment).

- (b) If any person appointed as process agent under this Clause is unable for any reason to so act, the Avaya UK (on behalf of all the Chargors) must immediately (and in any event within 3 Business Days of such event taking place) appoint another agent on terms acceptable to the Administrative Agent. Failing this, the Administrative Agent may appoint another process agent for this purpose.
- (c) Each Chargor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.

26.3 Waiver of immunity

- (a) Each Chargor irrevocably and unconditionally:
 - (i) agrees not to claim any immunity from proceedings brought by a Secured Party against it in relation to this Deed and to ensure that no such claim is made on its behalf;
 - (ii) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
 - (iii) waives all rights of immunity in respect of it or its assets.

26.4 Waiver of trial by jury

EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH THIS DEED OR ANY TRANSACTION CONTEMPLATED BY THIS DEED. THIS DEED MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1
SECURITY ASSETS**

**Part 1
CHARGED SHARES**

Name of Chargor	Name of Charged Company	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Avaya UK	Avaya Ltd	N/A	Ordinary	50,000

Part 2
SPECIFIC PLANT AND MACHINERY

Chargor	Description
Avaya UK	Spectrum Project Management Costs Project Voyager
Avaya UK	Spectrum Inv related to US \$500 Budget
Avaya UK	Spectrum Leasehold Impts to Avaya House Guildford
Avaya UK	Internal Recharge for Installation Costs Avaya Hse
Avaya UK	CB Hillier Parker/Healey & Baker
Avaya UK	IT Costs Relating to the Guildford Site
Avaya UK	Avaya House First Aid Room
Avaya UK	Conference Room Buildout - Guildford UK: LHI
Avaya UK	Build 2 Huddle Rms & 1 Conf Rm
Avaya UK	Guildford Comms Room Extract System
Avaya UK	EBC Rm.2 Motorized Wall Replacement
Avaya UK	London Sales Office Fitout; Proj#10COR056RE - LHI
Avaya UK	ENGINEERING TEST BED MOP3 GRD FLOOR
Avaya UK	INCREASED CAPACITY MOP 3
Avaya UK	INFRASTRUCTURE CABLING TO ETB RUA - MOP 3
Avaya UK	MOP 3 PROFESSIONAL SERVICES FOR ENG TEST BED
Avaya UK	REFURBISHMENT MOP3
Avaya UK	NT: Maidenhead Fitout - LHI - 75%
Avaya UK	NT: Guildford EBC - LHI
Avaya UK	London Office Fitout

Avaya UK	Guildford Cooling System in UPS Room
Avaya UK	Guildford UPS Capacitor & Battery Replacement
Avaya UK	Maidenhead Canteen Buildout- LHI
Avaya UK	MOP3 Shower Install - LHI
Avaya UK	Guildford Restack - LHI
Avaya UK	NT: Maidenhead Fitout - LHI(25%)
Avaya UK	Maidenhead Consolidation to Ground Fl - LHI
Avaya UK	MOP3 Shower Install - LHI
Avaya UK	Maidenhead Canteen Buildout- LHI
Avaya UK	NT: Maidenhead Fitout - LHI - 75%
Avaya UK	REFURBISHMENT MOP3
Avaya UK	MOP 3 PROFESSIONAL SERVICES FOR ENG TEST BED
Avaya UK	ENGINEERING TEST BED MOP3 GRD FLOOR
Avaya UK	INFRASTRUCTURE CABLING TO ETB RUA - MOP 3
Avaya UK	INCREASED CAPACITY MOP 3
Avaya UK	Wokingham Build Out
Avaya UK	Maidenhead Smoke & Heat Detector Replacement
Avaya UK	Maidenhead MOP3 ETB Lab rebuild - LHI(76%)
Avaya UK	Guildford MOP3 ETB Lab rebuild - LHI(12% Transfer)
Avaya UK	Maidenhead Consolidation/Relo to Guildford -LHI
Avaya UK	Guildford, UK Re-carpet LHI
Avaya UK	Guildford New Management Offices LHI
Avaya UK	Spectrum Project Management Costs Project Voyager

Avaya UK	CB Hillier Parker Healey Baker
Avaya UK	Avaya House First Aid Room
Avaya UK	Conference Room Buildout Guildford UK LHI
Avaya UK	Build 2 Huddle Rms 1 Conf Rm
Avaya UK	Guildford Comms Room Extract System
Avaya UK	EBC Rm 2 Motorized Wall Replacement
Avaya UK	NT Guildford EBC LHI
Avaya UK	GUildford Cooling System in UPS Room
Avaya UK	Guildford UPS Capacitor Battery Replacement
Avaya UK	Guildford Restack LHI
Avaya UK	Guildford MOP3 ETB Lab rebuild LHI 12 Transfer
Avaya UK	Maidenhead Consolidation Relo to Guildford LHI
Avaya UK	Guildford UK Re carpet LHI
Avaya UK	Guildford New Management Offices LHI
Avaya UK	Guildford IT Room AC Enhancements
Avaya UK	Guildford EBC Demo Area Refresh
Avaya UK	Guildford EBC Demo Area Refresh
Avaya UK	Holroyd Howe Catering Light Equipment
Avaya UK	Claremont Invoices Avaya House
Avaya UK	FIXTURE & FITTINGS MOP3 (STRUCTURETONE) 40%
Avaya UK	FURNITURE & FIXTURES FOR MDN03 RE SECURITY 40%
Avaya UK	FURNITURE FOR MOP BLG 3 - 40%
Avaya UK	FURNITURE FOR MOP3

Avaya UK	LAB TO SUPPORT BT SWITCH MOP3
Avaya UK	MAIDENHEAD BLDG 3 (GSM LAB)
Avaya UK	MAIDENHEAD BLDG 3 IP CENTRIX CAPTIVE LAB FROM FP
Avaya UK	MOP 3 - PLANT ROOM EMERGENCY LIGHTING AND
Avaya UK	MOP 3 FIRE ALARM PANEL UPGRADE
Avaya UK	MOP3 UPGRADE OF POWER DISTRIBUTION
Avaya UK	Power & Data Cabling Installation works in MOP3
Avaya UK	NT: Maidenhead Fitout - FFE
Avaya UK	Maidenhead Canteen Buildout- FFE
Avaya UK	FIXTURE & FITTINGS MOP3 (STRUCTURETONE) 60%
Avaya UK	FURNITURE & FIXTURES FOR MDN03 RE SECURITY 60%
Avaya UK	FURNITURE FOR MOP BLG 3 60%
Avaya UK	LAB TO SUPPORT BT SWITCH MOP3 100%
Avaya UK	EBC Room 1 Motorized Wall Replacement - FFE
Avaya UK	FIXTURE & FITTINGS MOP3 (STRUCTURETONE) 40%
Avaya UK	FURNITURE & FIXTURES FOR MDN03 RE SECURITY 40%
Avaya UK	Maidenhead Canteen Buildout- FFE
Avaya UK	FURNITURE FOR MOP BLG 3 - 40%
Avaya UK	NT: Maidenhead Fitout - FFE
Avaya UK	FURNITURE FOR MOP3
Avaya UK	Power & Data Cabling Installation works in MOP3

Avaya UK	MOP3 UPGRADE OF POWER DISTRIBUTION
Avaya UK	MOP 3 FIRE ALARM PANEL UPGRADE
Avaya UK	MOP 3 - PLANT ROOM EMERGENCY LIGHTING AND
Avaya UK	MAIDENHEAD BLDG 3 IP CENTRIX CAPTIVE LAB FROM FP
Avaya UK	MAIDENHEAD BLDG 3 (GSM LAB)
Avaya UK	PR456 Execv boardrm barrelshaped tbl
Avaya UK	PR456 aria cantilever meeting armchair x12
Avaya UK	ACS 16 E AirCon unit
Avaya UK	Guildford Argonite Fire Suppression System FF&E
Avaya UK	Guildford Steve Morris Theatre Lighting FF&E
Avaya UK	Guildford UK Till System - Offc Eqpmt
Avaya UK	LCD VIDEO PROJECTOR
Avaya UK	SANYO LCD PROJECTOR EUROPE ROOM
Avaya UK	SANYO PLC XU10 LCD PROJECTOR + ACCESSORIES
Avaya UK	SANYO PLC XU10 XGA LCD PROJECTOR + ACCESSORIES
Avaya UK	SANYO PLC XU10 XGA LCD PROJECTOR + ACCESSORIES
Avaya UK	SANYO PLC XU10 LCD PROJECTOR + ACCESSORIES
Avaya UK	SANYO LCD PROJECTOR EUROPE ROOM
Avaya UK	LCD VIDEO PROJECTOR
Avaya UK	SANYO PLC XU10 XGA LCD PROJECTOR + ACCESSORIES

Avaya UK	SANYO PLC XU10 LCD PROJECTOR + ACCESSORIES
Avaya UK	SANYO LCD PROJECTOR EUROPE ROOM
Avaya UK	LCD VIDEO PROJECTOR
Avaya UK	NMS CG 6060/16-2L/2TE, Media Resource Board
Avaya UK	NMS CG 6060/16-2L/2TE, Media Resource Board
Avaya UK	Video Conferencing equipment
Avaya UK	WAN equipment
Avaya UK	CM S87XX MODEL and equipment
Avaya UK	SIEMEN HIPATH4000 SWITCH FOR UK
Avaya UK	Lantronix Out-of-Band System
Avaya UK	Lantronix Out-of-Band System
Avaya UK	Extreme Summit Switches
Avaya UK	Guildford - Project Lincoln
Avaya UK	Guildford - Project Lincoln
Avaya UK	Guildford - Project Lincoln
Avaya UK	Guildford - Project Lincoln
Avaya UK	Core Switch configuration for Guildford
Avaya UK	Lantronix OOB Remote Access Equipment UK
Avaya UK	Extreme Summit X450a-24t Network Switch
Avaya UK	Cisco ME6524 Switch
Avaya UK	Maidenhead LAN Edge
Avaya UK	Maidenhead LAN Edge
Avaya UK	Maidenhead LAN Edge
Avaya UK	Maidenhead LAN Edge

Avaya UK	Maidenhead LAN Core
Avaya UK	Maidenhead LAN Core
Avaya UK	Guildford MOJO Wireless
Avaya UK	Frankfurt RZ2 Network Gear- Bundled for Archiving
Avaya UK	HAMMER LOAD GENERATOR
Avaya UK	Guildford Juniper ISG1000 FW
Avaya UK	Dialogic 4060 (audio code)
Avaya UK	NMC 5.1 for MOPCC - IBM
Avaya UK	OPTION 11C PERIPHONICS BYLEY
Avaya UK	JCI Blue - PBX Abu Dhabi Option 11c mini
Avaya UK	JCI Blue - PBX Izmir Option 11C mini
Avaya UK	JCI Blue - PBX Moscow Option 11c
Avaya UK	JCI Blue - PBX Bradford Option 11C mini
Avaya UK	JCI Blue - PBX Leverkusen CS1000S
Avaya UK	JCI Blue - PBX Hoelbourg Aarhus Option 61c
Avaya UK	JCI Blue - PBX Dubai JFZ Option 11c mini
Avaya UK	JCI Blue - PBX Dubai Al Quoz Option 11c mini
Avaya UK	JCI Blue - PBX Dubai API Option 11c
Avaya UK	JCI Blue - PBX Dubai KAT Option 11c
Avaya UK	JCI Blue - PBX Zagreb Option 11c mini
Avaya UK	JCI Blue - PBX Joberg KEW BCM400
Avaya UK	JCI Blue - PBX Vilnius Option 11c
Avaya UK	CS1000 RLS 5 MAIDENHEAD TECHNICAL TRIAL SYSTEM
Avaya UK	CS1000 RLS 5 MAIDENHEAD NTS LAB SYSTEM

Avaya UK	IBM MPS X3550 PART SQS7
Avaya UK	Multi-Media - 4000 lumen XGA LCD proj
Avaya UK	Multi-Media - 52 Inch Plasma
Avaya UK	Multi-Media - YAMAHA DIGITAL RECORDING CONSOLE
Avaya UK	Multi-Media - SYNERGY 100 DIGITAL SWITCHER
Avaya UK	Multi-Media - PANASONIC AW-PH350/E350 CAMERA PAN &
Avaya UK	Multi-Media - PANASONIC AW-PH350/E350 CAMERA PAN &
Avaya UK	Multi-Media - LEITCH 32 X 32 COMPOSITE VIDEO / STE
Avaya UK	Multi-Media - Desktop Vision Mixer Interface
Avaya UK	Multi-Media - HDV Recorder
Avaya UK	Multi-Media - HDV Recorder
Avaya UK	Multi-Media - HDV Camcoders
Avaya UK	Multi-Media - HDV Camcoders
Avaya UK	Multi-Media - HDX 4002 XL package Exc. Desktop
Avaya UK	S8800
Avaya UK	KVM Switch
Avaya UK	HP Server Upgrade Package
Avaya UK	#1448 - PSS CC MPS AAEP Self Svc Srv
Avaya UK	CS CC IQ 5.2 Server
Avaya UK	Maidenhead ipv6 rack infrastructure
Avaya UK	JTI UK SO 561711
Avaya UK	NMS - AL4500C14-E6

Avaya UK	NMS - AL4500C14-E6
Avaya UK	NMS - AL1001C05-E5
Avaya UK	NMS - AL1001C05-E5
Avaya UK	NMS - EB1412030-E5
Avaya UK	NMS - EB1412030-E5
Avaya UK	JCI Red - Waterloooville UK standalone QT 21706644
Avaya UK	JCI Red - UK Waterloooville cabling for analog card
Avaya UK	JCI Red 0712 Sunderland UK QT 21834632
Avaya UK	JCI Red 0712 Sunderland UK QT 21828130
Avaya UK	JCI Red 0712 Sunderland UK 3PV Install
Avaya UK	JCI Red - UK Nottingham 5386 QT21875706
Avaya UK	JCI Red - UK Gerrards Cross 2345 QT21875697
Avaya UK	Bosch Global - UK Manesty QT21889745
Avaya UK	Bosch Global - UK Manesty 3PV install
Avaya UK	JCI Red - UK Cumbernault Scotland 665 QT21913749
Avaya UK	JCI Red - UK Aldershot remote QT21916533
Avaya UK	JCI Red - UK Burton 0668 QT21926489
Avaya UK	JCI Red - UK Meriden 6790 QT21926511
Avaya UK	JCI Red - UK Manchester 5384 QT21926504
Avaya UK	NYSE - UK London Canada Square QT21927155
Avaya UK	NYSE - UK London Canon Bridge QT21927166
Avaya UK	NYSE - UK London POP Interxion QT21927148
Avaya UK	NYSE - UK Belfast QT21927132
Avaya UK	NYSE - UK London POP Telehouse Bank QT21927140

Avaya UK	NYSE - UK 2nd CES QT21927002
Avaya UK	NYSE - UK Basildon AAC QT21926360
Avaya UK	NYSE - UK Basildon AMM QT21927098
Avaya UK	NYSE - UK Basildon CMS QT21926371
Avaya UK	NYSE - UK Basildon Main QT21927179
Avaya UK	NYSE - UK Basildon Sipera QT21927025
Avaya UK	NYSE - UK Cannon Bridge AMM QT21927103
Avaya UK	NYSE - UK Cannon Bridge CMS QT21925980
Avaya UK	NYSE - UK Cannon Bridge EPDR QT21925870
Avaya UK	NYSE - UK Cannon Bridge Sipera QT21927039
Avaya UK	NYSE - UK Belfast CMS QT21925994
Avaya UK	Bosch Global - UK Manesty QT21936209
Avaya UK	JCI Red - UK Halewood 2502 QT21948977
Avaya UK	Bosch Global - UK Manesty 3PV HW ANT Telecom
Avaya UK	NYSE - additional ACE server QT2195808 UK Basildon
Avaya UK	NYSE - add'l Sipera server QT21957891 UK Basildon
Avaya UK	NYSE - additional server QT219578 UK Cannon Bridge
Avaya UK	JCI Red - add'l conf phones QT21962127 UK Halewood
Avaya UK	NYSE - UK 3PV Kaptec - Professional Services
Avaya UK	NYSE-Basildon, UK-3PV OEM Equipment
Avaya UK	NYSE-Cannon Bridge, London, UK-3PV OEM Equipment
Avaya UK	Bosch Global - UK Manesty install 3PV ANT Telecomm
Avaya UK	JCI Red - UK Aldershot 627 3PV install Kaptec
Avaya UK	JCI Red - UK Burton 0668 3PV install Kaptec

Avaya UK	JCI Red - UK Cumbernauld Scotland 665 3PV install
Avaya UK	JCI Red - UK Halewood 2502 3PV install Kaptec
Avaya UK	JCI Red - UK Coventry 6790 3PV install Kaptec
Avaya UK	JCI Red - UK Manchester 5384 3PV install Kaptec
Avaya UK	NYSE-Basildon, UK-B25A Cables for Deployment
Avaya UK	JCI Red - UK Meriden 3281 QT21987341
Avaya UK	NYSE - UK CPE 3PV SW SHI
Avaya UK	JCI Red-UK Aldershot 627 3PV install testng Kaptec
Avaya UK	JCI Red AOB APS 0712 Sunderland UK
Avaya UK	JCI Red - UK Wallasey install 3PV Kaptec
Avaya UK	JCI Red - UK Waterloooville - 0662 - Standalone
Avaya UK	JCI Red - UK Nottingham 5386 LSP/Gateway
Avaya UK	JCI Red - AOB APS - Aldershott, UK 0627
Avaya UK	JCI Red - AOB APS - Cumbernauld, UK 0665
Avaya UK	JCI Red - UK Program Management - 3PV Kaptec
Avaya UK	NYSE-Euronext DECT-3PV Program Mgr-LSCS Limited
Avaya UK	JCI Red-Slough, UK 5368-3PV Install Kaptec
Avaya UK	JCI Red-Meriden, UK 3281-3PV Install Kaptec
Avaya UK	JCI Red - AOB APS - Manchester, UK 5384
Avaya UK	Quote 22114731
Avaya UK	JCI Red - Aldershot, UK 0627 - QT #22026331
Avaya UK	JCI Red - Gerrards Cross, UK 2345 - LSP/Gateway
Avaya UK	JCI Red - AOB APS - Burton on Trent, UK 0668
Avaya UK	JCI Red - UK Program Management - Kaptec

Avaya UK	NYSE - Basildon, UK - Prestige Communications
Avaya UK	NYSE - London, UK - Prestige Communications
Avaya UK	Bosch Global-Wakefield, UK-ANT Telecommunication
Avaya UK	JTI `169705
Avaya UK	JCI Red - AOB APS - Liverpool, UK 2502
Avaya UK	JCI Red - AOB APS - Meriden, UK 6790
Avaya UK	JTI GB402 Qt 22203447
Avaya UK	JCI Red - AOB APS - Coventry, UK 3281
Avaya UK	JCI Red - AOB APS - Slough, UK 5368
Avaya UK	JCI Red - AOB APS - Wallasey, UK 5385
Avaya UK	JCI Red - Halewood UK 2502 - QT #22129665
Avaya UK	JCI Red - Slough, UK 5368 - QT #22102800
Avaya UK	Bosch Global - Uxbridge, UK - 3PV Product - ANT
Avaya UK	JTI GB402 - 22283542
Avaya UK	Bosch Global - 50165959 Uxbridge, UK - 3PV Install
Avaya UK	Bosch Global-50461719 Wakefield, UK-3PV Product
Avaya UK	Bosch Global - 50461719 Wakefield, UK - QT22001107
Avaya UK	Bosch Global - 50461719 Wakefield, UK - QT22005382
Avaya UK	NYSE UK Upgrades
Avaya UK	NYSE - UK Basildon QT22004833
Avaya UK	NYSE UK Basildon DECT handsets QT21962941
Avaya UK	NYSE - UK Cannon Bridge DECT handsets QT21962951
Avaya UK	NYSE - UK Cannon Bridge phones QT22036890
Avaya UK	NYSE - UK Basildon phones QT22036840

Avaya UK	NYSE - UK Canada Square phones QT22036892
Avaya UK	NYSE Basildon UK AOB APS DECT Program
Avaya UK	NYSE - UK Belfast phones QT22036896
Avaya UK	JCI Red 2136 Ellesmere Port UK QT 22218507
Avaya UK	JCI Red 2136 Ellesmere Port UK 3PV Install
Avaya UK	JCI Red AOB APS 2136 Ellesmere Port UK
Avaya UK	JCI Red UK Project Management 3PV Services
Avaya UK	JCI Red Basildon UK 5914 QT 22144630
Avaya UK	JCI Red Basildon UK 5913 QT 22144592
Avaya UK	JCI Red 5913 Basildon UK Kaptec Install
Avaya UK	JCI Red 5914 Basildon UK Kaptec Install
Avaya UK	JCI Red UK QA EMEA Resource 3PV Services
Avaya UK	NYSE UK 3PV Product Canvas
Avaya UK	Bosch Global 50479323 Coventry UK QT 22232073
Avaya UK	Bosch Global Warwick UK 3PV Install ANT
Avaya UK	JCI Red 0662 Waterlooville UK 3PV Install
Avaya UK	JCI Red 2555 Cannon St London UK QT 22259943
Avaya UK	JCI Red 2555 London UK 3PV Install Kaptec
Avaya UK	Matrix London UK 3PV Product Accuvant
Avaya UK	NYSE 50455760 Basildon UK QT 22447123
Avaya UK	NYSE 50455658 London UK QT 22447148
Avaya UK	JCI Red UK QA EMEA Resource 3PV Services
Avaya UK	JCI Red UK 3PV PM Kaptec
Avaya UK	JCI Red AOB APS 5914 Basildon UK 13AOS1161

Avaya UK	JCI Red AOB APS 5913 Basildon UK 13AOS1201
Avaya UK	JCI Red AOB APS 0661 Waterloooville UK 13AOS
Avaya UK	JCI Red AOB APS 2555 London UK 13AOS1385
Avaya UK	NYSE UK 3PV MSP LSCS Limited UK
Avaya UK	NYSE AOB APS FY13 Q4 Basildon UK 12AOS1773
Avaya UK	NYSE AOB APS FY13 Q4 Basildon UK I11GB2045
Avaya UK	NYSE 50455760 Basildon UK 3PV MSP LSCS
Avaya UK	JCI Red UK 3PV PM Kaptec
Avaya UK	NYSE 50455760 Basildon UK 3PV Product
Avaya UK	JCI Red Sutton Coldfield UK 13AOS1405 3PV Install
Avaya UK	NYSE 50455760 Basildon UK QT 22495579
Avaya UK	JCI Red UK QA EMEA Resource 3PV MSP
Avaya UK	NYSE Belfast UK 3PV Install I11GB2045
Avaya UK	NYSE 50455658 Cannon Bridge UK 3PV Install
Avaya UK	NYSE 50455760 Basildon UK 3PV Install
Avaya UK	JCI Red UK QA EMEA Resource 3PV MSP
Avaya UK	JCI Red UK PM Services 3PV MSP FY14 Q2
Avaya UK	Cadence Red 50086251 Bracknell UK QT 22413306
Avaya UK	NYSE Basildon UK I11GB2045 QT 22417238
Avaya UK	JCI Red 0658 Wednesbury UK 3PV Install
Avaya UK	JCI Red 0658 Wednesbury UK 3PV Install
Avaya UK	JCI Red 0658 Wednesbury UK QT 22226128
Avaya UK	JCI Red 5372 Bristol UK 3PV Install

Avaya UK	JCI Red 5376 Newton Abbot UK 3PV Install
Avaya UK	JCI Red 5376 Newton Abbot UK QT 22242863
Avaya UK	Bosch Global 50466195 Denham UK QT 22384716
Avaya UK	Cadence Red 50052579 Scotland UK QT 22414500
Avaya UK	Cadence Red 50470694 Cambridge UK QT 22394218
Avaya UK	NYSE AOB APS FY14 Q1 Basildon UK I11GB2045
Avaya UK	JCI Red 5393 Sutton Coldfield UK QT 22381344
Avaya UK	JCI Red AOB APS 5393 Sutton UK 13AOS1405
Avaya UK	NYSE 50455760 Basildon UK 3PV MSP LSCS
Avaya UK	JCI Red Birmingham UK 13AOS1439 3PV Install
Avaya UK	Bosch Global Denham UK 3PV Install
Avaya UK	Cadence Red Bracknell UK 13AOS1694 3PV Install
Avaya UK	Cadence Red Cambridge UK 13AOS1668 3PV Install
Avaya UK	Cadence Red Livingston Scotland 13AOS1669 3PV Install
Avaya UK	JCI Red 5370 Birmingham UK QT 22276596
Avaya UK	JCI Red 0712 Sunderland UK QT 22419138
Avaya UK	JCI Red 0712 Sunderland UK QT 22429806
Avaya UK	JCI Red AOB APS 5370 Birmingham UK 13AOS1439
Avaya UK	JCI Red 0712 Sunderland UK 3PV Install
Avaya UK	JCI Red 0712 Sunderland UK QT 22518999
Avaya UK	JCI Red AOB APS 5376 Newton Abbot UK 13AOS1
Avaya UK	JCI Red AOB APS 0658 Wednesbury UK 12AOS208
Avaya UK	JCI Red AOB APS 5372 Bristol UK 13AOS1769

Avaya UK	NYSE AOB APS FY14 Q2 Basildon UK I11GB2045
Avaya UK	NYSE 50455760 Basildon UK 3PV Services
Avaya UK	JCI Red Telford UK 0693 QT 22158485
Avaya UK	JCI Red 0693 Telford UK QT 22208422
Avaya UK	JCI Red 0693 Telford UK 3PV Services
Avaya UK	JCI Red AOB APS 0693 Telford UK 13AOS1156
Avaya UK	JCI Red AOB APS 0712 Sunderland UK 13AOS1705
Avaya UK	NYSE Basildon UK 3PV Product Accuvant
Avaya UK	NYSE AOB APS FY14 Q3 Basildon UK I11GB204
Avaya UK	JCI Red 2502 Liverpool UK 3PV Services
Avaya UK	Bosch50236676CIRENCESTER,UNITED KINGDOM QT22522491
Avaya UK	Bosch 50249738 ST NEOTS UNITED KINGDOM QT22522489
Avaya UK	Bosch 50236676 Cirencester UK 3PV Services
Avaya UK	Bosch 50249738 Saint Neots UK 3PV Services
Avaya UK	NYSE Basildon UK 12AOS1577 3PV Install
Avaya UK	Cadence Red ST 50086251 3PV Services
Avaya UK	JCI Red AOB APS Liverpool UK 14AOS1957
Avaya UK	NYSE AOB APS FY14 Q4 Basildon UK I11GB2045
Avaya UK	BT Wholesale Salford UK 3PV MSP
Avaya UK	BT Wholesale 50497842 Salford UK 3PV Product
Avaya UK	BT Wholesale 50513923 Wolverhampton UK 3PV Product

Avaya UK	BT Wholesale 50497842 Salford UK 3PV Product
Avaya UK	BT Wholesale 50497842 Salford UK 3PV Services
Avaya UK	BT Wholesale ST 50497842 3PV Services
Avaya UK	BT Wholesale ST 50513923 3PV Product
Avaya UK	BT Wholesale ST 50497842 3PV Product
Avaya UK	BT Wholesale ST 50497842 3PV MSP FY14 Q4
Avaya UK	BT Wholesale ST 50497842 3PV MSP FY15 Q1
Avaya UK	BT Wholesale ST 50497842 3PV Product
Avaya UK	BT Wholesale ST 50513923 3PV Product
Avaya UK	BT Wholesale ST 50497842 3PV Product
Avaya UK	BT Wholesale ST 50513923 3PV Product
Avaya UK	BT Wholesale AOB APS FY14 Q4 Salford UK 14AOS2
Avaya UK	BT Wholesale AOB APS FY14 Q4 Salford UK I13GB1
Avaya UK	BT Wholesale AOB APS Wolverhampton UK 14AOS
Avaya UK	BT Wholesale HPES FY15 Q1 Day 1 Project Chgs
Avaya UK	Bosch Global UK HPES FY15 Q1 Day 1 Project Chgs
Avaya UK	BT Wholesale 50513923 Wolverhampton UK 3PV Product
Avaya UK	BT Wholesale 50513923Wolverhampton UK 3PV Services
Avaya UK	BT Wholesale ST 50513923 3PV Services
Avaya UK	BT Wholesale ST 50497842 3PV MSP FY15 Q2
Avaya UK	BT Wholesale ST 50513923 3PV Product
Avaya UK	Polycom Via Videos

Avaya UK	Sony power supply accessory
Avaya UK	SCOPIA XT 1200 2nd Sony camera
Avaya UK	SCOPIA Elite 5100 5115 Option
Avaya UK	Computer equipment
Avaya UK	Computer equipment
Avaya UK	Computer equipment
Avaya UK	Computer equipment
Avaya UK	Computer Equipment
Avaya UK	19 items gnrl hw SN 0530070011to202737
Avaya UK	10 items gnrl hw SN 052707011to20 incl 52
Avaya UK	4 items gnrl hw SN 0531070016076082130
Avaya UK	1 item re Pathfinder SN0541070032
Avaya UK	AS10 Card SN 0602070063
Avaya UK	Pathfinder SN 0604070006
Avaya UK	Scopia100 MCU4 & Scopia100 24 SNs 0635070
Avaya UK	Scopia400 chassis & MCUSP MVPSP GWP20 S
Avaya UK	Scopia400 chassis & MCUSP MVPSP SNs 0635
Avaya UK	Scopia400 etc SN 0612070103 0606070022 06
Avaya UK	MCU MVP SP cards Scopia400 etc SN 061607
Avaya UK	Scopia400 etc SN 0623070047 0624070081
Avaya UK	Scopia400 GWP25M GWN30 MVP30M cards
Avaya UK	Pathfinder SN 0629070086
Avaya UK	Invision 12 SN 0636070087
Avaya UK	MCU SP card sn 0642070175

Avaya UK	Scopia100 24P20 MCU24 gatewayP20etc sn064
Avaya UK	Pathfinder sn0642070120
Avaya UK	Scopia400 sn0624070053
Avaya UK	Scopia100gway B40 Scopia100 MCU24 SN 0645
Avaya UK	Scopia100 24 x3 Scopia100 24P20etc SN 06470
Avaya UK	Scopia400 MCU SP card x2 AS10 SP card SN 0
Avaya UK	MVP SP card sn0712070027
Avaya UK	Scopia 100 MCU24 sn 0711070121
Avaya UK	Scopia400 Chassis sn07500800040804070010
Avaya UK	MCU Scopia Card sn07450801334
Avaya UK	MVP Scoppia Card sn07470800334
Avaya UK	AS10 SP Card sn07470800547
Avaya UK	3G Enterprise GW10 ports no SN specified
Avaya UK	Scopia100 12B40 no SN specified
Avaya UK	SP MNPM II advanced no SN
Avaya UK	Scopia100 MCU24 sn0615070010
Avaya UK	MCU Scopia card sn08320880042
Avaya UK	Scopia400 chassis sn0832080059
Avaya UK	MVP Scopia card sn0832080049
Avaya UK	Scopia100 MCU12 sn0832080026
Avaya UK	Scopia400 chassis sn0832080057
Avaya UK	Scopia100 gateway P10 sn08320080034
Avaya UK	MCU Scopia cards x2 sn08190800650833080001
Avaya UK	MVP Scopia cards x2 sn08330800030833080004

Avaya UK	Scopia400 chassis
Avaya UK	MCU Scopia cards x2 sn08190800630833080064
Avaya UK	Scopia100 MCU12 sn0834080098
Avaya UK	Scopia100 MCU24 sn 0908080063
Avaya UK	MCU Scopia Card x2 sn 0908080423 0908080424
Avaya UK	MVP Scopia Card x2 sn 0909080111 0909080112
Avaya UK	MVP Scopia Card x3 sn08520802835
Avaya UK	Aug SCOPIA Elite 5230 sn 0929080042
Avaya UK	SCOPIA Elite 5230 sn 0932080096
Avaya UK	Scopia Elite 5115 system x4 sn 0931080045 09
Avaya UK	Scopia Elite 5115 System x3 sn 0934080033093
Avaya UK	SCOPIA Elite 5100sn 1007080031
Avaya UK	SCOPIA Elite 5100sn 1007080033
Avaya UK	MCU SCOPIA card sn 1009080021
Avaya UK	SCOPIA 100 Gateway P20 sn 1007080035
Avaya UK	SCOPIA Elite 5100sn 1007080035
Avaya UK	SCOPIA Elite 5100sn 1017080044
Avaya UK	SCOPIA video gateway
Avaya UK	SCOPIA various
Avaya UK	SCOPIA video gateway
Avaya UK	SCOPIA video gateway
Avaya UK	SCOPIA video gateway
Avaya UK	SCOPIA various
Avaya UK	SCOPIA various

Avaya UK	SCOPIA PathFinder
Avaya UK	SCOPIA video gateway
Avaya UK	SCOPIA video gateway
Avaya UK	SCOPIA XT 1200 AND PLATFORM
Avaya UK	Scopia XT1000 & Elite 5115 x 2
Avaya UK	Scopia Elite 5115 x 2 video gateway
Avaya UK	ViaIP400 Chassis
Avaya UK	VPS10M Card
Avaya UK	4 items gnrl hw SN 0532070049507778
Avaya UK	PCS 1600P
Avaya UK	Communication Equip
Avaya UK	XT1000 10 units
Avaya UK	XT1000 6 units
Avaya UK	XT1000 7 units
Avaya UK	GWN30 card x2 Invisn12B40 x2 Invisn 12P20
Avaya UK	Scopia400 MCU SP card MVP SP card x2 AS1
Avaya UK	SCOPIA XT5000 plus power supply
Avaya UK	AV Bespoke Furniture
Avaya UK	Installation of Video Conferencing
Avaya UK	Sam Screens PR 1251 27 HD LED
Avaya UK	IP_Office_C110_UC_Proc_ICT_Test_Fixture_Wistron
Avaya UK	Agilent Advisor (Sniffer for T1/E1/IP)
Avaya UK	ABACUS VOICE TRAFFIC GENERATION & QUALITY
Avaya UK	SMARTBITS IP TRAFFIC GENERATION &

	MEASUREMENT TOOL
Avaya UK	ABACUS SYSTEM
Avaya UK	Trend Aurora ISDN Test
Avaya UK	Distributed Network Analyzer
Avaya UK	Upgrade for Abacus in UK
Avaya UK	BC-H CHASSIS 9U 14 SLOT INC 1XMM 1XNORTEL L2/3
Avaya UK	BC-H CHASSIS 9U 14 SLOT INC 1XMM 1XNORTEL L2/3
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
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Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)

	CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	HS-21 DUAL XEON APP BLADE 8GB (8PER CHASSIS)
Avaya UK	NORTEL DL140 - SPECIFICATION AS PER QUOTE NO.
Avaya UK	NORTEL DL140 - SPECIFICATION AS PER QUOTE NO.
Avaya UK	MAC
Avaya UK	CICM WLAN DATA LAB MAIDENHEAD
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON

Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	IBM X306M SERVER FOR MCS5100 REL4 PROJECT HARPOON
Avaya UK	4 Data Racks - Rack 3
Avaya UK	4 Data Racks - Rack 4
Avaya UK	4-NMS AG4040 Boards
Avaya UK	S8500 CONFIGURATION
Avaya UK	S8300 CONFIGURATION
Avaya UK	S3500 E1 CONFIGURATION
Avaya UK	S3500 IP CONFIGURATION
Avaya UK	HP DL 365 Server
Avaya UK	HP DL 365 Server with Data Rack
Avaya UK	HP DL 365 Server
Avaya UK	IP Telephony Configuration
Avaya UK	HP DL 385 Proactive Dialer
Avaya UK	HP DL 385 Proactive Dialer
Avaya UK	Networking/S8730 Lab MM Travel Kit
Avaya UK	IC OA UK Travel Kit Configuration
Avaya UK	UC All Inclusive Travel Kit Solution Configuration

Avaya UK	UCD Travel Kit Solution Configuration
Avaya UK	UCD Travel Kit Solution Configuration
Avaya UK	UCD Classroom Solution Configuration
Avaya UK	IQ UK Travel Kit Configuration
Avaya UK	CMBE Solution Configuration
Avaya UK	AURA Solution Configuration
Avaya UK	DL370 Contact Center Configuration Nortel Heritage
Avaya UK	DL370 Contact Center Configuration Nortel Heritage
Avaya UK	Basic Admin Solution Configuration-Travel Kit
Avaya UK	Basic Admin Solution Configuration-Classroom
Avaya UK	CMS Solution Configuration-Travel Kit
Avaya UK	One-X Attendant - TK Solution Configuration
Avaya UK	One-X Speech - TK Solution Configuration
Avaya UK	VSP9000 Classroom Solution Configuration
Avaya UK	ERS Classroom Solution Configuration
Avaya UK	WFO Classroom Solution Configuration
Avaya UK	AIEIS Classroom Solution Configuration
Avaya UK	CMSL3 Pod1
Avaya UK	CM F01
Avaya UK	CS1K System Manager/Session Manager Solution
Avaya UK	CMM Virtual Server
Avaya UK	AAM Virtual Classroom Configuration
Avaya UK	CM System Manager/Session Manager Virtual Classroo
Avaya UK	CM System Manager/Session Manager Virtual Classroo

Avaya UK	TECNet Legacy Core Upgrades
Avaya UK	AACC Virtual Classroom
Avaya UK	CMS Remote Classroom
Avaya UK	Toolwire SOW Exit - Data Storage
Avaya UK	One-X CES Remote Classroom
Avaya UK	AAEP Remote Classroom
Avaya UK	Call Center Elite Remote Classroom
Avaya UK	VSP7000 Remote Classroom
Avaya UK	ERS Large Lab 1 - Remote Classroom
Avaya UK	RadVision Classroom Solution
Avaya UK	IP Office Virtual Classroom
Avaya UK	Upgrade Asset 1000027329 VSP9000
Avaya UK	Equallogic Solution
Avaya UK	Equallogic Solution
Avaya UK	ERS Small Lab 1
Avaya UK	UC Data Solutions Lab
Avaya UK	MidMarket Data
Avaya UK	DELL SX280 DESKTOP COMPUTERS
Avaya UK	DELL SX280 DESKTOP COMPUTERS
Avaya UK	DELL SX280 DESKTOP COMPUTERS
Avaya UK	DELL SX280 DESKTOP COMPUTERS
Avaya UK	DELL SX280 DESKTOP COMPUTERS
Avaya UK	DELL SX280 DESKTOP COMPUTERS
Avaya UK	DELL SX280 DESKTOP COMPUTERS

Avaya UK	DELL D610 LAPTOP Computer
Avaya UK	DELL D610 LAPTOP Computer
Avaya UK	DELL D610 LAPTOP Computer
Avaya UK	Dell D610 Laptop
Avaya UK	Dell D610 Laptop
Avaya UK	Dell D620 laptops for Q4 PC Refresh
Avaya UK	Dell D620 Laptop
Avaya UK	Dell D630
Avaya UK	Dell D630
Avaya UK	Dell D630
Avaya UK	Dell D630
Avaya UK	Latitude D630
Avaya UK	Latitude D630
Avaya UK	Latitude D630
Avaya UK	Latitude D630
Avaya UK	Latitude D630
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Avaya UK	Latitude D630
Avaya UK	Latitude D630
Avaya UK	Latitude D630
Avaya UK	Latitude D630
Avaya UK	Latitude D630
Avaya UK	Latitude D630
Avaya UK	HP 6910P-STD
Avaya UK	HP NC6400-STD
Avaya UK	HP NC6400-STD
Avaya UK	HP NC6400-STD
Avaya UK	HP NC6220-STD
Avaya UK	Asus Highgrade AS84001000 etc
Avaya UK	PR 268 IT Racking
Avaya UK	PR 286 IT Racking fixings
Avaya UK	PR 422 UK Gigabit Backbone Catalyst 3750 2
Avaya UK	Server Item PR 523
Avaya UK	LiberatorISDN switch
Avaya UK	Computer
Avaya UK	Yanns Laptop Fr Lat D620 sn7FD7N2J
Avaya UK	D420 etc sn H347S2J JHammond
Avaya UK	E520x6 etc sn JYN8S2J1ZN8S2J2ZN8S2J3ZN8S2J
Avaya UK	PE860 etc sn 1D08S2J
Avaya UK	Laptop D420 Alex 04209267
Avaya UK	Laptop E520 Tanya 2XB5Z2J TL

Avaya UK	Dell D630 T7700 x2 sn 668B63J 868B63J RC
Avaya UK	Laptop D430 Intel Core Duo U7600 etc sn 6FHB9
Avaya UK	D630 Intel Core2Duo T7250 laptop etc 97H4D3J
Avaya UK	3 Samsung screens sn EM27H9MZ5000717382
Avaya UK	Studio XPS 13
Avaya UK	Apple ipods and 1 Docking station
Avaya UK	Latitude D600 Pentium & peripherals
Avaya UK	Inspiron 5150 GT & peripherals
Avaya UK	August D600
Avaya UK	Studio XPS 16 etc sn 79K78K1 PR 435 replace
Avaya UK	Training room Optiplex 980 SF standard base s
Avaya UK	Anils Latitude E6400 Intel core 2Duo T9600 s
Avaya UK	PR787 Dell Latitude E4310 Laptop for Javier
Avaya UK	PR788 Dell Latitude E4310 Laptop for new star
Avaya UK	PR839 Latitude E4310 Laptop for new starter
Avaya UK	PR850 Latitude E4310 Laptop for Denis Renson
Avaya UK	PR953 Latitude E6410 invoice date 121110
Avaya UK	PR953 Latitude E6410 invoice date 121110
Avaya UK	PR1062 2 x Precision T1500 Standard MiniTowe
Avaya UK	PR1061 Latitude E4310
Avaya UK	OptiPlex 980 DT Standard Base Desktop chassi
Avaya UK	Latitude E6320 standard base two items
Avaya UK	LCD TV x2
Avaya UK	IMAC 27 306

Avaya UK	Photocopier
Avaya UK	Latitude D610 Pentium M processor &c SNGNB
Avaya UK	Latitude D610 Pentium M processor &c NS S
Avaya UK	17 1704FPV HAS TC003 flat panel monitor
Avaya UK	Latitude D610 Pentium M processor &c JRG
Avaya UK	Latitude D630 Intel core Duo T9300 etc J7NX
Avaya UK	Latitude E6400 etc x3 1MXXX3J 2MXXX3J 3MX
Avaya UK	8 port KVM OSD cables rack mount kit IEC
Avaya UK	Liberator D 2x 4 port Pri Switch & accessorie
Avaya UK	ClearOne Chat50 hfree speakermic
Avaya UK	PowerEdge SC1425 &c SN1MFKQ2J
Avaya UK	Laptop for France BBL704J PR195
Avaya UK	Server Room & Upgrade PO1 81007
Avaya UK	Speakers x2
Avaya UK	trolley stand shelf & delivery
Avaya UK	ISDN Simulator EMUTEL MAX sn 39807220
Avaya UK	Access Switch INPD4D etc
Avaya UK	Laptop Bob R VGNTX1XPB
Avaya UK	2 Blackberry handsets
Avaya UK	41 Blackberry handsets
Avaya UK	Dell
Avaya UK	AccessSwitch INP4D 1xQEIU 1xOBIU Fr
Avaya UK	Optiplex 755 USFF etc BNHKQ3J GNHKQ3J HNH
Avaya UK	Logitech QuickCam Pro9000 webcam

Avaya UK	Latitude D620 Core Duo T7600 etc SN GSDRL2J
Avaya UK	Optoma EP719R projector
Avaya UK	Spectrum Server cabinet 8 Port Vista onser
Avaya UK	Latitude D610 Pentium M processor &c SN6RW
Avaya UK	3xLatitude D610 Pentium M processor &c SN
Avaya UK	Latitude D610 Pent M770 x2 SN 6G6RX1J & 7G6R
Avaya UK	Laser printer 5100cn & accessories
Avaya UK	Latitude D610 Pent M770 sn 7Y2ZZ1J
Avaya UK	Brother Fax8360P
Avaya UK	OptiPlex GX620 USFF X2 etc tags HB0J82J JB0
Avaya UK	PowerEdge SC1425 X2 tags HPWL82J 2PJM82J B
Avaya UK	Latitude D620 Core Duo T2500 etc SN JYCZB2J
Avaya UK	Lattitude E6620 std base
Avaya UK	Double Screen trolley and screen
Avaya UK	E6420 Std base
Avaya UK	E6320 Std base
Avaya UK	Lattitude E6220 Std base x 2
Avaya UK	iPADS
Avaya UK	Apple iPad 16GB serial no GB023G2YA90
Avaya UK	SAS 460W PS Server TV
Avaya UK	Computer
Avaya UK	Sprinters x3
Avaya UK	Laptops
Avaya UK	Laptops

Avaya UK	Software & Cam recorder
Avaya UK	Sony DSCP9 DigiCamera
Avaya UK	Lap top computer
Avaya UK	Cases
Avaya UK	Dell lap top computer
Avaya UK	Dell Computer
Avaya UK	CLARIION CX500
Avaya UK	Backup Server & Library replacement
Avaya UK	58755943/2 DELL POWEREDGE 2850 XEON 2.8 GHZ/1MB
Avaya UK	58756157/2 DELL POWEREDGE 2850 XEON 2.8 GHZ/1MB
Avaya UK	Contact Center Server
Avaya UK	Contact Center Server
Avaya UK	HP Blade System 7000 - UPPER ENCLOSURE
Avaya UK	IBM XSER336 3.6G 2MB
Avaya UK	Pool of 2 DISKS FOR SERVER 1, SUN-QUOTE T-GB-1404
Avaya UK	Pool of 2 DISKS FOR SERVER 2, SUN-QUOTE T-GB-1404
Avaya UK	POWER EDGE SC1425 ATLAS SERVERS (2 UNITS)
Avaya UK	S8300 Media Server with a G700 Media GW
Avaya UK	SANnet SCSI Redundant Raid
Avaya UK	SANnet SCSI Redundant Raid
Avaya UK	HP SERVER REF QUOTE:10488761 12/12/06
Avaya UK	HP SERVER REF QUOTE:10488761 12/12/06

Avaya UK	Server Hardware - HP DL380G5
Avaya UK	Server Hardware - HP DL380G5
Avaya UK	Multi-Media - APPLE MAC PRO 3GHZ DUAL CORE XEON
Avaya UK	NetApps (Security equipment)
Avaya UK	HP ProLiant DL385 G7
Avaya UK	ERS4850 GTS PWR
Avaya UK	Guildford Building Signage
Avaya UK	Guildford Building Signage
Avaya UK	PRINTER FOR UK HR TEAM
Avaya UK	Apple iPhone 4
Avaya UK	HTC Desire HD Android Phone
Avaya UK	APPLE iPhone
Avaya UK	Apple ipad2
Avaya UK	Mobile Telephone
Avaya UK	Apple iPhone 3GS 8GB Unlocked SIM free
Avaya UK	HTC Touch Pro2 Touchphone with 3.6 inch TFT LCD (1
Avaya UK	Mobile Telephone
Avaya UK	Apple iPad2 32GB Wifi & 3G
Avaya UK	Apple iPhone4 32GB Black
Avaya UK	Samsung Galaxy S2 Smartphone
Avaya UK	Apple iPhone4 32GB Black
Avaya UK	Apple iPad2 32GB Wifi & 3G
Avaya UK	Apple iPad2 32GB Wifi & 3G
Avaya UK	Samsung Captivate Galaxy S Android Smartphone

Avaya UK	Blackberry 9900
Avaya UK	Black Berry Bold 9900 Smartphone with 2.8 inch LCD
Avaya UK	CM S87XX MODEL and equipment
Avaya UK	CM S87XX MODEL and equipment
Avaya UK	CM S87XX MODEL and equipment
Avaya UK	Lantronix Out-of-Band System
Avaya UK	Lantronix SLP Remote Power Manager
Avaya UK	Lantronix SLC8 Secure Console Server
Avaya UK	P2-EUST
Avaya UK	PE 1950 III Quad Core Xeon E5410 (2.33GHz, 2x6MB,
Avaya UK	IBM 3550IBM X Server 1
Avaya UK	IBM X Server 2
Avaya UK	IBM X Server 3
Avaya UK	IBM X Server 4
Avaya UK	IBM X Server 5
Avaya UK	Symbol/Motorola LS4278 USB Kit inc.Cradle
Avaya UK	Nortel Advanced Gateway 2330-4FXO
Avaya UK	Nortel Advanced Gateway 2330-4FXO
Avaya UK	Nortel Advanced Gateway 2330 1xT1/E1/PRI
Avaya UK	Avaya AL4500 A12-E6 POE Switch System
Avaya UK	Avaya AL4500 A12-E6 POE Switch
Avaya UK	DL360G7 SRVR 2CPU HI1 MES COL
Avaya UK	DL360G7 SRVR 2CPU HI1 MES COL
Avaya UK	VSP4450GSX PWR UK PC

Avaya UK	ERS 4850GTS PWR UK PC
Avaya UK	Samsung Omnia I900 Mobile Phone
Avaya UK	Apple Mac Mini equipment - LAB_MACMINI_UX_EXP
Avaya UK	MTY EYE -E1 ISDN recorders
Avaya UK	MTY EYE -E1 ISDN recorders
Avaya UK	MTY EYE -E1 ISDN recorders
Avaya UK	MTY EYE -E1 ISDN recorders
Avaya UK	MTY EYE -E1 ISDN recorders
Avaya UK	MTY EYE -E1 ISDN recorders
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Avaya UK	MTY EYE -E1 ISDN recorders
Avaya UK	MTY EYE -E1 ISDN recorders
Avaya UK	MTY EYE -E1 ISDN recorders
Avaya UK	Argus 125 Testers
Avaya UK	Argus 125 Testers
Avaya UK	MYT Eye 4 So BRI voice recorder
Avaya UK	MYT Eye 4 So BRI voice recorder
Avaya UK	MYT Eye 4 So BRI voice recorder
Avaya UK	Xeon E5520 2.26GHz/5.86GTs/8MB L3 Cache
Avaya UK	Blackberry 9700 phone
Avaya UK	Business mobile Phone
Avaya UK	SERVER
Avaya UK	New Blackberry 9700 to be ordered for employee
Avaya UK	PowerEdge R210

Avaya UK	VVX1500D SIP H323
Avaya UK	TSA-6000
Avaya UK	ProLiant DL360 G6 Xeon QC E5540 TV
Avaya UK	Server Console Switch 0x2x16 Multi-Us
Avaya UK	TFT 7600 Integr. Keyboard and Monitor
Avaya UK	Universal Rack Cabinet 10642 G2 (42U)
Avaya UK	ProLiant DL360 G6 Xeon QC E5540 TV
Avaya UK	ProLiant Intel Xeon QC E5540 2.53 GHz
Avaya UK	Mobile Phone
Avaya UK	Apple iPhone 4
Avaya UK	Blackberry Bold 9000 Phone
Avaya UK	Blackberry Bold 9700 Handset
Avaya UK	Replacement Wireless Cell Phone
Avaya UK	Samsung Galaxy S phone
Avaya UK	Samsung Galaxy S mobile phone
Avaya UK	Apple iPhone for company use
Avaya UK	Apple iphone 4
Avaya UK	cell phone- Samsung galaxy s
Avaya UK	Iphone 3gs to replace faulty Nokia E61
Avaya UK	Replacement mobile phone
Avaya UK	Replacement mobile phone
Avaya UK	Iphone 3gs
Avaya UK	Blackberry Bold 9700 Handset
Avaya UK	Nortel CS 1000 CPMG 128

Avaya UK	Raritan P2CIM-AUSB USB-CIM 4 Pack
Avaya UK	HP ProLiant Intel Xeon QC E5540 2.53 GHz
Avaya UK	HP ProLiant Intel Xeon QC E5540 2.53 GHz
Avaya UK	HP ProLiant Intel Xeon QC E5540 2.53 GHz
Avaya UK	HP ProLiant Intel Xeon QC E5540 2.53 GHz
Avaya UK	HP ProLiant Intel Xeon QC E5540 2.53 GHz
Avaya UK	HP ProLiant Intel Xeon QC E5540 2.53 GHz
Avaya UK	HP ProLiant Intel Xeon QC E5540 2.53 GHz
Avaya UK	HP 8100 Elite SFF
Avaya UK	HP 8100 Elite SFF
Avaya UK	HTC Desire HD Android Mobile Phone
Avaya UK	HTC Desire HD Android Phone
Avaya UK	Samsung Galaxy S Android Phone
Avaya UK	Blackberry Bold 9780 Mobile Phone
Avaya UK	Blackberry Bold
Avaya UK	Samsung Galaxy S II Mobile Phone
Avaya UK	Blackberry Bold 9700 Handset
Avaya UK	Samsung Galaxy S Android Phone
Avaya UK	iPhone
Avaya UK	PSS CC AACC 6.2 MES Srvr/Srvr Upgrades
Avaya UK	HTC Desire HD Android Phone
Avaya UK	Apple iPhone4
Avaya UK	Mobile phone
Avaya UK	PSS CC AACC 6.2 MES Srvr/Srvr Upgrades

Avaya UK	PSS CC AACC 6.2 MES Srvr/Srvr Upgrades
Avaya UK	PSS CC AACC 6.2 MES Srvr/Srvr Upgrades
Avaya UK	PSS CC AACC 6.2 MES Srvr/Srvr Upgrades
Avaya UK	PSS CC AACC 6.2 MES Srvr/Srvr Upgrades
Avaya UK	iPhone
Avaya UK	Blackberry Torch 9800 for Mario DiMascio
Avaya UK	Blackberry Bold 9700 Handset
Avaya UK	Apple Mac Mini i5 2.5 GHz 4 GB ATI 6630M
Avaya UK	Replacement BB for Mark Mitchell
Avaya UK	Blackberry Bold 9780 handset
Avaya UK	Samsung Galaxy SII
Avaya UK	Mobile - Apple iPhone 4
Avaya UK	iPhone 4s
Avaya UK	Blackberry Bold 9780
Avaya UK	HTC Mobile Phone
Avaya UK	Apple iPhone
Avaya UK	iPhone4s
Avaya UK	HTC
Avaya UK	Apple iPhone
Avaya UK	Blackberry Torch 9800 featuring blackberry 6
Avaya UK	Samsung Galaxy S II Black Phone with 16GB Internal
Avaya UK	CS UC CM 6.1 Server
Avaya UK	Samsung Galaxy S2 for Company Use
Avaya UK	Apple iPhone 4S

Avaya UK	iPhone 4S 16GB White
Avaya UK	iPhone 16gb purchase for Sandra Belshaw
Avaya UK	Samsung Galaxy S II phone
Avaya UK	iPhone 4s
Avaya UK	Apple Iphone 4S white
Avaya UK	Apple iPhone 4G Unlocked Sim free 16GB (Black)
Avaya UK	Mobile Phone iPhone 16G Black
Avaya UK	Mobile Phone iPhone 16G white
Avaya UK	Blackberry Bold 9900 for Jan Lawford
Avaya UK	Mobile Phone Samsung Galaxy S ii
Avaya UK	Mobile Phone iPhone 16g - black
Avaya UK	GRSS SMEC IPO 8.1 Servers Maidenhead
Avaya UK	GRSS SMEC IPO 8.1 Servers Maidenhead
Avaya UK	Avaya DECT 3749 Handset
Avaya UK	Avaya IP Base Station version 2 with external ante
Avaya UK	Avaya AIWS2
Avaya UK	Avaya DECT IP DECT GATEWAY
Avaya UK	ASCOM DECT kit for CE team
Avaya UK	Mobile Phone (iPhone 32GB Black)
Avaya UK	Samsung Galaxy S2 White 16GB
Avaya UK	PSS SME IP Office Sustaining Maidenhead
Avaya UK	Apple iPhone 16GB Black
Avaya UK	Apple iPhone
Avaya UK	Single G450 Site

Avaya UK	Mobile Phone Handset iPhone 5
Avaya UK	XT5000
Avaya UK	GSS CC CMS server R17
Avaya UK	GSE UCA IPO Lab equipment
Avaya UK	GSE UCA IPO Lab equipment
Avaya UK	RSE Ekahau License
Avaya UK	ADVD + Aruba-Box
Avaya UK	SCOPIA XT5000
Avaya UK	Screen Samsung SM460MX3 Professional Display
Avaya UK	Dell D630 PC - to be funded by CSAD IRR&D
Avaya UK	Blackberry Bold 9780 featuring Blackberry
Avaya UK	Apple iPad2 for demo purposes
Avaya UK	Parts for FRU video/Flare server in MOP lab
Avaya UK	AVAYA AURATM DL360G7 PS R6.1 SRVR BL
Avaya UK	DL360G7 SRVR 2CPU HI1 MES/COL SAL server
Avaya UK	Apple iPad2 for demo purposes
Avaya UK	WLAN8100 for lab use and customer RF survey work
Avaya UK	Sipera SBC server
Avaya UK	DL360G7 SRVR 2CPU HI1 MES/COL
Avaya UK	DL360G7 SRVR 2CPU HI1 MES/COL
Avaya UK	DL360G7 SRVR 2CPU HI1 MES/COL
Avaya UK	DL360G7 SRVR 2CPU HI1 MES/COL
Avaya UK	IPO Radvision Sandbox Quote 22120124
Avaya UK	CS1000 Sandbox EMEA EGB0253708

Avaya UK	Networking Sandbox EMEA EGB0255081
Avaya UK	VMware vSphere combo license kit Quote 6269384
Avaya UK	VMware vSphere combo license kit Quote 6916034
Avaya UK	Cameras for Steve Morris meeting room
Avaya UK	Cameras for Steve Morris meeting room
Avaya UK	PAN PA 200 Palo Alto Networks PA 200
Avaya UK	Netgear ReadyNAS RNRX4410 Network Storage Server
Avaya UK	Test Equipment - Lenovo TC M82p T 2992-B3G PC Top
Avaya UK	Test Equipment - Lenovo TC M82p T 2992-B3G PC Top
Avaya UK	Test Equipment - Lenovo TC M82p T 2992-B3G PC Top
Avaya UK	Test Equipment Lenovo TS E32 T 30A1 0024 WS Top
Avaya UK	Test Equipment Lenovo TS E32 T 30A1 0024 WS Top
Avaya UK	Test Equipment Lenovo ThinkStation E32 T 30A1 00
Avaya UK	Test Equipment Lenovo ThinkStation E32 T 30A1 00
Avaya UK	8 port Single AC Power Supply, Secure Console Serv
Avaya UK	Projector - NEC NP310
Avaya UK	Projector - NEC NP310
Avaya UK	IP Office T510 Laptops
Avaya UK	IP Office T510 Laptops
Avaya UK	IP Office T510 Laptops
Avaya UK	IP Office T510 Laptops
Avaya UK	HP 8000 Classroom PC - Uconnect
Avaya UK	HP 8000 Classroom PC - Uconnect
Avaya UK	HP 8000 Classroom PC - Uconnect

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Avaya UK	HP 8000 Classroom PC - Uconnect
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Avaya UK	HP 8000 Classroom PC Classroom 10
Avaya UK	HP 8000 Classroom PC Classroom 10
Avaya UK	HP 8000 Classroom PC Classroom 10
Avaya UK	BenQ W6000 Projector
Avaya UK	BenQ W6000 Projector
Avaya UK	BenQ W6000 Projector
Avaya UK	External Storage Unit
Avaya UK	Aruba RAP-5
Avaya UK	Aruba RAP-5
Avaya UK	Aruba RAP-5
Avaya UK	Aruba RAP-5
Avaya UK	Aruba RAP-5
Avaya UK	Aruba RAP-5
Avaya UK	Aruba RAP-5
Avaya UK	CPDC Classroom Upgrade

Avaya UK	Busilift
Avaya UK	Environmental Monitor
Avaya UK	Lantronix Pool
Avaya UK	Lantronix SL8000 48 Port Rolled Serial Adapters
Avaya UK	FUJITSU WORK GROUP SCANNER 4340
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Duo E6850
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Duo E6850
Avaya UK	HP ML110 G5 Xeon 3065 Dual Core Server PC
Avaya UK	HP ML110 G5 Xeon 3065 Dual Core Server PC
Avaya UK	HP ML110 G5 Xeon 3065 Dual Core Server PC
Avaya UK	NETGEAR 24 Port Fast Ethernet Switch PoE
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Duo E6850
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Duo E6850
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Duo E6850
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Duo E6850
Avaya UK	HP ML110 G5 Xeon 3065 Dual Core Server PC
Avaya UK	HP ML110 G5 Xeon 3065 Dual Core Server PC
Avaya UK	HP ML110 G5 Xeon 3065 Dual Core
Avaya UK	HP ML110 G5 Xeon 3065 Dual Core
Avaya UK	HP ML110 G5 Xeon 3065 Dual Core
Avaya UK	Lenovo T500 - CORE2 DUO 2.40GHZ - 2G RAM - 160G HD
Avaya UK	Lenovo T500 - CORE2 DUO 2.40GHZ - 2G RAM - 160G HD
Avaya UK	Lenovo T500 - CORE2 DUO 2.40GHZ - 2G RAM - 160G HD

Avaya UK	HP Compaq dc7900 E8500 CMT Top Value PCs
Avaya UK	HP Compaq dc7900 E8500 CMT Top Value PCs
Avaya UK	HP Compaq dc7900 E8500 CMT Top Value PCs
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Quad Q9300
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Quad Q9300
Avaya UK	Trend ISDN Test Equipment
Avaya UK	Trend ISDN Test Equipment
Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
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Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Quad Q9300
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Quad Q9300
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500

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Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Dell workstation for Proactive Contact
Avaya UK	Lenovo Laptop X200
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Quad Q9300
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Quad Q9300
Avaya UK	Dell Tower PC - T3400 375W Intel Core 2 Quad Q9300
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
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Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop X200

Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop HP DC7900
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
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Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	R and D Lab Test PC's
Avaya UK	R and D Lab Test PC's
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	HP Business Desktop DC5800 E8400 Top Value
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500

Avaya UK	Lenovo Laptop T500
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Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	HP DC7900
Avaya UK	HP DC7900
Avaya UK	HP Development/Test PC's
Avaya UK	Lenovo Laptop T500
Avaya UK	HP ProLiant ML110 G5 Xeon 3065 Top Value
Avaya UK	HP ProLiant ML110 G5 Xeon 3065 Top Value
Avaya UK	HP Tower PC - HP Compaq dx7500 Core 2 Quad Q8300
Avaya UK	HP Tower PC - HP Compaq dx7500 Core 2 Quad Q8300
Avaya UK	HP Tower PC - HP Compaq dx7500 Core 2 Quad Q8300
Avaya UK	Apple Macbook 13"
Avaya UK	Lenovo Laptop T500

Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
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Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	HP DC7900
Avaya UK	HP DC7900
Avaya UK	HP DC7900
Avaya UK	HP DC7900
Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop X200
Avaya UK	Lenovo Laptop X200

Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T500
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
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Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510

Avaya UK	HP Compaq 8000 Elite SFF
Avaya UK	HP Compaq 8000 Elite SFF
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
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Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop X201

Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
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Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop X201
Avaya UK	Lenovo Laptop X201

Avaya UK	Lenovo Laptop T510
Avaya UK	Lenovo Laptop T510
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Avaya UK	Asus G51JX-IX192V CI7/720QM Notebook PC
Avaya UK	Asus G51JX-IX192V CI7/720QM Notebook PC
Avaya UK	Asus G51JX-IX192V CI7/720QM Notebook PC
Avaya UK	Samsung Galaxy Tab P1000
Avaya UK	Samsung Galaxy Tab P1000
Avaya UK	Lenovo Laptop T410
Avaya UK	Lenovo Laptop T410

Avaya UK	Lenovo Laptop T410
Avaya UK	Lenovo Laptop X201
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Avaya UK	Lenovo Laptop T420
Avaya UK	Lenovo Laptop T420
Avaya UK	Lenovo Laptop T420
Avaya UK	Apple iPad 2 MC774B
Avaya UK	Apple iPad 2 MC774B
Avaya UK	Apple MacBook Pro MC700B
Avaya UK	Apple MacBook Pro MC700B
Avaya UK	Acer Aspire 5750 Laptop
Avaya UK	Acer Aspire 5750 Laptop
Avaya UK	Acer Aspire 5750 Laptop
Avaya UK	Acer Aspire 5750 Laptop
Avaya UK	Acer Aspire 5750 Laptop
Avaya UK	Lenovo Laptop w520
Avaya UK	Apple iPad WiFi + 3G / UMTS 64 GB
Avaya UK	Apple iPad WiFi + 3G / UMTS 64 GB
Avaya UK	Apple iPad WiFi + 3G / UMTS 64 GB
Avaya UK	Apple iPad WiFi + 3G / UMTS 64 GB

Avaya UK	Lenovo Laptop T520
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Avaya UK	Lenovo Laptop T520
Avaya UK	Apple iPad3 64GB WIFI
Avaya UK	Lenovo Laptop X220
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Avaya UK	Lenovo Laptop X220
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Avaya UK	Lenovo Laptop T430
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Avaya UK	Dell Latitude E5440
Avaya UK	Lenovo TC M93p T 10A7 000L PC
Avaya UK	Dell Latitude E5440
Avaya UK	Dell Latitude E5440
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Avaya UK	Dell Latitude E5440
Avaya UK	HP Color Laserjet M750dn
Avaya UK	Dell Latitude E5440

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Avaya UK	Dell Latitude E5440
Avaya UK	Dell Latitude E7240
Avaya UK	Dell Latitude E7240
Avaya UK	Lenovo ThinkStation E32 30A1 006A Tower Desktop
Avaya UK	Apple Macbook Pro
Avaya UK	Apple Macbook Pro
Avaya UK	Dell Latitude E7440
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Avaya UK	HP Chrome Book
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Avaya UK	Dell Latitude E7440
Avaya UK	Dell Latitude E5440
Avaya UK	Dell Latitude E5440
Avaya UK	Dell Latitude E5440
Avaya UK	Dell Latitude M4800
Avaya UK	Dell Latitude E7440
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Avaya UK	Dell Latitude E7440
Avaya UK	Dell Latitude E5550
Avaya UK	Dell Latitude E7240
Avaya UK	Dell Latitude E7250
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Avaya UK	Dell Latitude E5450
Avaya UK	Dell Latitude E5450
Avaya UK	Dell Latitude E5450
Avaya UK	Dell Latitude E5450
Avaya UK	Proactive Contact 4.0 Server
Avaya UK	Server for SIP Contact Center

Avaya UK	HP ML110 G6 Xeon Quad Core Server
Avaya UK	HP ProLiant DL320 G5p - IOC Lab
Avaya UK	HP ProLiant ML150 G6 2.0 GHz QC E5504
Avaya UK	HP ProLiant ML150 G6 2.0 GHz QC E5504
Avaya UK	HP ProLiant ML150 G6 2.0 GHz QC E5504
Avaya UK	HP ProLiant ML150 G6 2.0 GHz QC E5504
Avaya UK	DL380 G6 File Server.
Avaya UK	DL380 G6 ClearCase Server.
Avaya UK	DL380 G6 ClearQuest Server.
Avaya UK	DL385G6
Avaya UK	SRX services gateway 240
Avaya UK	Dell R610 Server
Avaya UK	HP ProLiant DL360 G7 Server
Avaya UK	DL360G7 SERVER SESSION MGR
Avaya UK	R610 SERVER SESSION MANAGER
Avaya UK	R610 SERVER SESSION MANAGER
Avaya UK	R610 SERVER SESSION MANAGER
Avaya UK	HP DL360 G7 SERVER SESSION MANAGER
Avaya UK	HP DL360 G7 SERVER SESSION MANAGER
Avaya UK	HP ProLiant DL360 Server
Avaya UK	GPS ADE MES UK High2
Avaya UK	GPS ADE MES UK High2
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Avaya UK	GPS ADE MES UK High2

Avaya UK	HP DL120 Servers for France Telecom Poland - Qty 5
Avaya UK	HP ProLiant DL120 G7
Avaya UK	HP ProLiant DL120 G7
Avaya UK	HP ProLiant DL120 G7
Avaya UK	HP ProLiant DL120 G7
Avaya UK	HP ProLiant DL120 G7
Avaya UK	HP ProLiant DL120 Server
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Avaya UK	Dell PowerEdge R210II Server
Avaya UK	HP EL360 G7 Server
Avaya UK	HP EL360 G7 Server
Avaya UK	HP EL360 G7 Server
Avaya UK	HP EL360 G7 Server
Avaya UK	HP ProLiant DL360 G7 E5620
Avaya UK	HP DL120 G7 Server
Avaya UK	270393 DL360G7 SRVR IPO
Avaya UK	270393 DL360G7 SRVR IPO
Avaya UK	700501104 DL360G7 SRVR PROACTIVE CONTACT
Avaya UK	HP DL360 Server
Avaya UK	SIPERA R4 UC SEC APPLNC 100 USR

Avaya UK	DL360 Proactive Contact/Scripting Server
Avaya UK	DL360G7 SRVR AAC MEDIA, CONF R7.X MED SRVR LIC
Avaya UK	Dell Server R210 II XL
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Avaya UK	Dell R210 II
Avaya UK	Dell R210 II
Avaya UK	QSAN P110V04 iSCSI SATA1U4
Avaya UK	Dell Server R620
Avaya UK	(3) DELL SX-280 LAPTOP COMPUTER (PC REFRESH)
Avaya UK	(174) DELL D610 LAPTOP COMPUTER (PC REFRESH)
Avaya UK	(98) DELL SX-280 DESKTOP COMPUTERS (PC REFRESH)
Avaya UK	(1) DELL D610 LAPTOP COMPUTERS
Avaya UK	(1) DELL D410 LAPTOP COMPUTERS
Avaya UK	(1) DELL D610 LAPTOP COMPUTER
Avaya UK	Dell laptops D620 for PC Refresh FY 07 Phase 1(40)
Avaya UK	Guildford Cease Use Conference Room Build Out

Avaya UK	Build 2 new huddle rooms & 1 conference room
Avaya UK	Dell D630 Laptop for Sales ConferencePCRefresh(134
Avaya UK	Dell laptops D430 for Sales Refresh (Qty 5)
Avaya UK	Guildford Comms Room Extract
Avaya UK	Conference Room Build Out - Guildford (306900)
Avaya UK	EBC Room 2 Motorized Wall replacement
Avaya UK	Nortel: Maidenhead Fitout
Avaya UK	Nortel: Guildford EBC
Avaya UK	Nortel: Newton Abbey Ireland Fitout
Avaya UK	London Office Fit-out
Avaya UK	Guildford UPS Capacitor & Battery Replacement
Avaya UK	Cooling system in UPS Room
Avaya UK	Guildford Building Signage
Avaya UK	Maidenhead Canteen Buildout
Avaya UK	Prof Serv & Tech Ops Intregation
Avaya UK	MOP3 Shower Install
Avaya UK	Guildford Re-stack
Avaya UK	Maidenhead Consolidation to Ground Floor
Avaya UK	EBC Room 1 Motorized Wall Replacement
Avaya UK	NYSE UK Upgrades
Avaya UK	JCI Red - UK Chelmsford - 0650 - LSP/Gateway
Avaya UK	JCI Red - UK Gerrards Cross - LSP/Gateway
Avaya UK	JCI Red - UK Nottingham 5386 LSP/Gateway
Avaya UK	JCI Red - UK Waterloooville - 0662 - Standalone

Avaya UK	Maidenhead Smoke & Heat Detector Replacement
Avaya UK	JCI Red-AOB APS-FY12 Q3-Aldershot, UK 0627
Avaya UK	JCI Red-AOB APS-FY12 Q3-Burton on Trent, UK 0668
Avaya UK	JCI Red-AOB APS-FY12 Q3-Cumbernauld, UK 0665
Avaya UK	JCI Red-AOB APS-FY12 Q3-Manchester, UK 5384
Avaya UK	JCI Red - AOB APS - Liverpool, UK 2502
Avaya UK	Bosch Global - UK Rexroth Wakefield QT22001107
Avaya UK	NYSE - UK Basildon QT22004833
Avaya UK	Bosch Global - UK Wakefield QT22005382
Avaya UK	NYSE - UK Basildon DECT handsets QT21962941
Avaya UK	NYSE - UK Cannon Bridge DECT handsets QT21962951
Avaya UK	JCI Red - UK Aldershot 627 QT22026331
Avaya UK	NYSE - UK Cannon Bridge phones QT22036890
Avaya UK	NYSE - UK Basildon phones QT22036840
Avaya UK	NYSE - UK Belfast phones QT22036896
Avaya UK	NYSE - UK Canada Square phones QT22036892
Avaya UK	JCI Red - AOB APS - Meriden, UK 6790
Avaya UK	Argonite Replacement - Guildford, UK
Avaya UK	JCI Red - Slough, UK 5368 - QT #22102800
Avaya UK	Maidenhead Consolidation/Relocation
Avaya UK	JCI Red - Halewood, UK 2502 - QT #22130419
Avaya UK	Guildford Re-carpet
Avaya UK	JCI Red - Basildon, UK 5913 - QT 22144592
Avaya UK	JCI Red - Basildon, UK 5914 - QT #22144630

Avaya UK	JCI Red - AOB APS - Wallasey, UK 5385
Avaya UK	JCI Red - AOB APS - Coventry, UK 3281
Avaya UK	JCI Red - AOB APS - Slough, UK 5368
Avaya UK	JCI Red - Telford, UK 0693 - QT #22158485
Avaya UK	NYSE - Basildon, UK - AOB APS - DECT Program
Avaya UK	JCI Red - 0693 Telford, UK - PBX & DECT Install
Avaya UK	JCI Red - 5913 Basildon UK - Kaptec Install
Avaya UK	JCI Red - 5914 Basildon UK - Kaptec Install
Avaya UK	Bosch Global - 50165959 Uxbridge, UK - 3PV Install
Avaya UK	Bosch Global-50461718 Wakefield, UK-3PV Product
Avaya UK	JCI Red - 0658 Wednesbury, UK - 3PV Install
Avaya UK	JCI Red - 0693 Telford, UK - QT 22208422
Avaya UK	JCI Red - UK Project Management - 3PV Services
Avaya UK	JCI Red - 2136 Ellesmere Port, UK - 3PV Install
Avaya UK	JCI Red - 2136 Ellesmere Port, UK - QT 22218507
Avaya UK	JCI Red - UK QA EMEA Resource - 3PV Services
Avaya UK	JCI Red - 0658 Wednesbury, UK - QT 22226128
Avaya UK	Bosch Global - 50479323 Coventry, UK - QT 22232073
Avaya UK	JCI Red - 5376 Newton Abbot, UK - QT 22242863
Avaya UK	JCI Red - 2555 London, UK - 3PV Install - Kaptec
Avaya UK	NYSE UK 3PV Product Canvas
Avaya UK	Bosch Global - Warwick, UK - 3PV Install - ANT
Avaya UK	JCI Red - 5376 Newton Abbot, UK - 3PV Install
Avaya UK	JCI Red - 2555 Cannon St London, UK - QT 22259943

Avaya UK	JCI Red - 5370 Birmingham, UK - QT 22276596
Avaya UK	NYSE - Basildon, UK - 3PV Product - Accuvant
Avaya UK	JCI Red AOB APS 2136 Ellesmere Port UK
Avaya UK	JCI Red 0661 Waterlooville UK 3PV Install
Avaya UK	NYSE UK 3PV MSP LSCS Limited UK
Avaya UK	Bosch Global Denham UK 3PV Install
Avaya UK	JCI Red 5393 Sutton Coldfield UK QT 22381344
Avaya UK	Cadence Red-Bracknell UK 13AOS1694 3PV Install
Avaya UK	Cadence Red Cambridge UK13AOS1668 3PV Install
Avaya UK	CadenceRed LivingstonScotland 13AOS1669 3PVInstall
Avaya UK	Bosch Global 50466195 Denham UK QT 22384716
Avaya UK	JCI Red UK 3PV PM Kaptec
Avaya UK	JCI Red Sutton Coldfield UK 13AOS1405 3PV Install
Avaya UK	JCI Red Birmingham UK 13AOS1439 3PV Install
Avaya UK	Cadence Red 50086251 Bracknell UK QT 22413306
Avaya UK	NYSE Basildon UK 12AOS1577 3PV Install
Avaya UK	NYSE AOB APS FY13 Q4 Basildon UK 12AOS1773
Avaya UK	NYSE AOB APS FY13 Q4 Basildon UK I11GB2045
Avaya UK	JCI Red AOB APS 5914 Basildon UK 13AOS1161
Avaya UK	JCI Red AOB APS 5913 Basildon UK 13AOS1201
Avaya UK	JCI Red AOB APS 0661 Waterlooville UK 13AOS
Avaya UK	JCI Red AOB APS 2555 London UK 13AOS1385
Avaya UK	JCI Red 0712 Sunderland UK QT 22419138

Avaya UK	NYSE Basildon UK I11GB2045 QT 22417238
Avaya UK	JCI Red 0712 Sunderland UK QT 22429806
Avaya UK	Cadence Red 50052579 Scotland UK QT 22414500
Avaya UK	JCI Red 5372 Bristol UK 3PV Install
Avaya UK	Guildford Additional Management Offices
Avaya UK	NYSE 50455760 Basildon UK 3PV Product
Avaya UK	Cadence Red - 50470694 Cambridge, UK - QT 22394218
Avaya UK	JCI Red 0658 Wednesbury UK 3PV Install
Avaya UK	Guildford Steve Morris Lighting Upgrade
Avaya UK	NYSE AOB APS FY14 Q1 Basildon UK I11GB2045
Avaya UK	JCI Red AOB APS 5370 Birmingham UK 13AOS1439
Avaya UK	JCI Red AOB APS 5393 Sutton UK 13AOS1405
Avaya UK	JCI Red 0712 Sunderland UK 3PV Install
Avaya UK	JCI Red 0712 Sunderland UK QT 22518999
Avaya UK	Bosch50236676CIRENCESTER,UNITED KINGDOM QT22522491
Avaya UK	Bosch 50249738 ST NEOTS UNITED KINGDOM QT22522489
Avaya UK	JCI Red AOB APS 5376 Newton Abbot UK 13AOS1
Avaya UK	JCI Red AOB APS 0658 Wednesbury, UK 12AOS208
Avaya UK	JCI Red AOB APS 5372 Bristol UK 13AOS1769
Avaya UK	NYSE AOB APS FY14 Q2 Basildon UK I11GB2045
Avaya UK	NYSE 50455760 Basildon UK 3PV Services

Avaya UK	Bosch 50236676 Cirencester UK 3PV Services
Avaya UK	Bosch 50249738 Saint Neots UK 3PV Services
Avaya UK	BT Wholesale Salford UK 3PV MSP
Avaya UK	NYSE AOB APS FY14 Q3 Basildon UK I11GB204
Avaya UK	BT Wholesale 50497842 Salford UK 3PV Product
Avaya UK	BT Wholesale 50513923 Wolverhampton UK 3PV Product
Avaya UK	BT Wholesale 50497842 Salford UK 3PV Product
Avaya UK	BT Wholesale 50497842 Salford UK 3PV Services
Avaya UK	BT Wholesale 50513923 Wolverhampton UK 3PV Product
Avaya UK	BT Wholesale 50513923Wolverhampton UK 3PV Services
Avaya UK	JCI Red 2502 Liverpool UK 3PV Services
Avaya UK	BT Wholesale ST 50513923 3PV Services
Avaya UK	BT Wholesale ST 50497842 3PV Services
Avaya UK	BT Wholesale ST 50513923 3PV Product
Avaya UK	JCI Red AOB APS 0693 Telford UK 13AOS1156
Avaya UK	JCI Red AOB APS 0712 Sunderland UK 13AOS1705
Avaya UK	BT Wholesale ST 50497842 3PV Product
Avaya UK	BT Wholesale ST 50497842 3PV MSP FY14 Q4
Avaya UK	BT Wholesale ST 50497842 3PV MSP FY15 Q1
Avaya UK	IBM Conway ST 50498419 QT 24327852
Avaya UK	JCI Red AOB APS Liverpool UK 14AOS1957
Avaya UK	NYSE AOB APS FY14 Q4 Basildon UK

	I11GB2045
Avaya UK	Bosch Global AOB APS Worcester UK I14GB1358
Avaya UK	BT Wholesale AOB APS FY14 Q4 Salford UK 14AOS2
Avaya UK	BT Wholesale AOB APS FY14 Q4 Salford UK I13GB1
Avaya UK	BT Wholesale ST 50497842 3PV Product
Avaya UK	BT Wholesale ST 50513923 3PV Product
Avaya UK	BT Wholesale ST 50497842 3PV Product
Avaya UK	BT Wholesale ST 50513923 3PV Product
Avaya UK	BT Wholesale AOB APS Wolverhampton UK 14AOS
Avaya UK	BT Wholesale ST 50497842 3PV MSP FY15 Q2
Avaya UK	BT Wholesale ST 50513923 3PV Product
Avaya UK	JCI Red ST 50457662 3PV Services
Avaya UK	JCI Red ST 50457662 3PV Services
Avaya UK	BT Wholesale AOB APS FY15 Q2 London UK I13GB18

Part 3
SECURITY ACCOUNTS

Part 3(A)

Chargor	Account Bank	Account Name	Account number	Sort code
Avaya UK	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB	General current account	10494151	18-50-08
Avaya UK	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB	General current account	10813540	18-50-08
Avaya UK	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB	General current account	8449031	18-50-08
Avaya UK	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB	General current account	12277336	18-50-08
Avaya UK	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB	General current account	12277344	18-50-08
Avaya UK	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB	General current account	12277263	18-50-08
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		10447994	18-50-08
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		10214558	18-50-08
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square,		10813559	18-50-08

	Canary Wharf, London, E14 5LB			
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		12277239	18-50-08
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		12277174	18-50-08
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		10958506	18-50-08
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		10214531	18-50-08
Avaya GmbH	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		10958514	
Avaya GmbH	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		11168746	18-50-08
Avaya GmbH	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		11048457	18-50-08

Part 3(B)

Chargor	Account Bank	Account Name	Account number	Sort code
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB		12277247	18-50-08
Avaya Ireland	Citibank Citigroup Centre, 25 Canada Square,		12277220	18-50-08

	Canary Wharf, London, E14 5LB			
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SCHEDULE 2
FORMS OF LETTER FOR SECURITY ACCOUNTS

Part 1
FORM OF NOTICE OF CHARGE TO ACCOUNT BANK

To: [Account Bank]

Copy: Citibank, N.A. as Administrative Agent

[Date]

Dear Sirs,

Security Agreement dated [•] 2015 between, amongst others, [name of relevant Chargor] as a Chargor and Citibank, N.A. as Administrative Agent (the "Security Agreement")

In this letter, "**Security Accounts**" means the accounts maintained by us with you at any of your branches with the following account details:

Account Name	Account number	Sort code
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

and any replacement account or subdivision or subaccount of any such account.

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of Citibank, N.A. as security agent and trustee for the Secured Parties referred to in the Security Agreement (the "**Administrative Agent**") as first priority chargee all of our rights in respect of each Security Account and the debts represented by each Security Account.

1. The Chargor irrevocably instructs and authorises you to perform each of the following acts (in the case of those acts described in paragraphs (c), (d) and (f) as soon as reasonably practicable following your receipt of a written notice from the Administrative Agent entitled "Enforcement Notice" which is addressed to Citibank N.A., London Branch, Attention: Charged Account Team/Specialised Agency Group, Fax No.+44 207 508 3883 and marked 'EXTREMELY URGENT'):
 - (a) disclose to the Administrative Agent any information relating to any Security Account reasonably requested from you by the Administrative Agent;
 - (b) comply with any instruction relating to any Security Account received by you from the Administrative Agent;
 - (c) hold all sums standing to the credit of any Security Account to the order of the Administrative Agent;

- (d) pay or release any sum standing to the credit of any Security Account in accordance with the written instructions of the Administrative Agent;
 - (e) unless otherwise instructed by the Administrative Agent, pay all sums received by you for our account to the credit of a Security Account; and
 - (f) not to permit any withdrawal by the Chargor of any moneys standing to the credit of the Security Account, without the prior written consent of the Administrative Agent.
2. The Administrative Agent hereby confirms that until you receive an Enforcement Notice you may operate each Security Account in the ordinary course in accordance with the existing mandate relating to that Security Account.
 3. In accordance with the terms and conditions applicable to the Security Account(s), the Chargor acknowledges that you may charge, in connection with this notice, a monthly fee per Security Account as notified to the Chargor.
 4. You are entitled to rely on any notice or instruction from the Administrative Agent that you reasonably believe to be genuine and correct. You shall not be liable to the Chargor or the Administrative Agent for any action taken under this notice, or with respect to the Security Account(s), if such action is undertaken in good faith in accordance with this notice or pursuant to an instruction, request or communication you reasonably believe to be from the Administrative Agent. To the maximum extent permitted by law, you shall not be liable to the Chargor or the Administrative Agent for indirect, incidental, consequential or special damages or any increased costs or expenses or any loss of profit, business, contracts, revenues or anticipated savings.
 5. You are not obliged to comply with any instructions received from the Administrative Agent or the Chargor or to undertake the transactions set out in this notice or an Enforcement Notice where (a) due to circumstances not within your reasonable control you are unable to comply with such instructions, or (b) to comply with such instructions would in your reasonable opinion be contrary to any court order or applicable law. In the event that you are unable to comply with any instructions due to the circumstances set out in this paragraph, you shall not be responsible for any loss whatsoever caused to the Administrative Agent or Chargor.
 6. The Chargor agrees to indemnify you in full against all liabilities, damages, claims, losses, costs, expenses or demands suffered by you or made against you in connection with this notice, save to the extent that such liability, damage, claim, loss, cost, expense or demand is suffered by you or made against you as a result of your wilful misconduct or fraud.
 7. It is acknowledged by the Chargor and the Administrative Agent that you are not bound by, and have no knowledge of, the terms and conditions of the Security Agreement or any related document (other than this notice and any instruction given to you by the Administrative Agent pursuant to this notice) and no implied duties or obligations of you shall be read into this notice, your acknowledgement or any Enforcement Notice.

The instructions in this letter shall remain in full force and effect until (i) the Administrative Agent gives you three (3) business days' notice in writing revoking or amending them, or (ii) you give the Chargor and Administrative Agent twenty (20) Business Days' written notice terminating this notice and your acknowledgement of this notice.

We acknowledge that you may comply with the instructions in this letter without any further permission from the Chargor or Administrative Agent and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter is governed by English law.

Please send to the Administrative Agent at [*insert address and fax number of Administrative Agent*] for the attention of [*contact*] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully,

.....

(Authorised signatory)

For [*name of relevant Chargor*]

.....

(Authorised signatory)

For Citibank N.A.

as Administrative Agent

Part 2
FORM OF ACKNOWLEDGEMENT OF ACCOUNT BANK

To: Citibank N.A. as Administrative Agent

Copy: *[name of relevant Chargor]*

[Date]

Dear Sirs,

Security Agreement dated [•] 2015 between, amongst others, *[name of relevant Chargor]* as a Chargor and Citibank, N.A. as Administrative Agent (the "Security Agreement")

In this letter, "**Security Accounts**" means the accounts referred to in the Notice.

We confirm receipt from *[name of relevant Chargor]* [and the Administrative Agent] (the "**Chargor**") of a notice (the "**Notice**") dated [•] of a charge upon the terms of the Security Agreement over all of the rights of the Chargor in respect of each Security Account and the debts represented by each Security Account.

We confirm that:

- (a) we accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) to the best of our knowledge, we have not received notice of any assignments of, charge over, trusts in respect of or any other the interest of any third party in any Security Account;
- (c) have neither claimed nor exercised, nor will without your prior consent claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Security Account;
- (d) upon receipt of an Enforcement Notice (as defined in the Notice), we will not permit any amount to be withdrawn from any Security Account without your prior written consent; and
- (e) unless otherwise instructed by you, will pay all sums received by us for the account of the Chargor to a Security Account.

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to the Chargor.

This letter is governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

SCHEDULE 3
FORMS OF LETTER FOR INSURANCE POLICIES

Part 1
FORM OF NOTICE OF ASSIGNMENT
(for attachment by way of endorsement to the insurance policies)

To: [Insurer]

Copy: Citibank, N.A. as Administrative Agent

[Date]

Dear Sirs,

Security Agreement dated [●] 2015 between, amongst others, [name of relevant Chargor] as a Chargor and Citibank, N.A. as Administrative Agent (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have assigned in favour of Citibank, N.A. as agent and trustee for the Secured Parties referred to in the Security Agreement (the "**Administrative Agent**") as first priority assignee all amounts payable to us under or in connection with any contract of insurance of whatever nature taken out with you by or on behalf of us or under which we have a right to claim, including (without limitation) [*insert details of relevant insurance policies*], (each an "**Insurance Contract**") and all of our rights, title and interest in connection with those amounts.

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of our to a third party.

We confirm that:

- (a) we will remain liable under [the] [each] Insurance Contract to perform all the obligations assumed by us under [the] [that] Insurance Contract;
- (b) you are hereby authorised to disclose to the Administrative Agent, without further approval from us, such information regarding any Insurance Contract as the Administrative Agent may from time to time request and to send it copies of all notices issued by you under the Insurance Contracts; and
- (c) none of the Administrative Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [the] [any] Insurance Contract.

Unless otherwise provided in this notice, we will also remain entitled to exercise all of our rights under [the] [each] Insurance Contract and you should continue to give notices under [the] [each] Insurance Contract to us, unless and until you receive notice from the Administrative Agent to

the contrary stating that the security has become enforceable. Following such event, unless the Administrative Agent otherwise agrees in writing:

- (a) all amounts payable to us under [the] [each] Insurance Contract must be paid to the Administrative Agent; and
- (b) all of our rights in connection with the Insurance Contracts and those amounts will be exercisable by, and notices must be given to, the Administrative Agent or as it directs.

The instructions in this letter may not be revoked or amended without the prior written consent of the Administrative Agent.

Please note on the relevant contracts the Administrative Agent's interest as loss payee and the Administrative Agent's interest as first priority assignee of those amounts and rights and send to the Administrative Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter is governed by English law.

Yours faithfully,

.....
(Authorised signatory)

For [*name of relevant Chargor*]

Part 2
FORM OF ACKNOWLEDGEMENT OF INSURANCE PROVIDER

To: Citibank, N.A.

Copy: *[name of relevant Chargor]*

[Date]

Dear Sirs,

Security Agreement dated [●] 2015 between, amongst others, *[name of relevant Chargor]* as a Chargor and Citibank, N.A. as Administrative Agent (the "Security Agreement")

We confirm receipt from *[name of relevant Chargor]* (the "**Chargor**") of a notice dated [●] of an assignment by the Chargor upon the terms of the Security Agreement of all amounts payable to it under or in connection with any contract of insurance of whatever nature taken out with us by or on behalf of it or under which it has a right to claim, including (without limitation) *[insert details of relevant insurance policy]*, (each an "**Insurance Contract**") and all of its rights, title and interest in connection with those amounts.

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of the Chargor to a third party.

In consideration of your agreeing to the Chargor continuing its insurance arrangements with us we:

1. accept the instructions contained in the notice and agree to comply with the notice;
2. confirm that we have not received notice of any assignments of, charge over, trusts in respect of or any other the interest of any third party in those amounts and rights relating to any Insurance Contract;
3. undertake to note on the relevant Insurance Contract your interest as loss payee and as first priority assignee of those amounts and rights; and
4. undertake to disclose to you without any reference to or further authority from the Chargor any information relating to those contracts which you may at any time request.

This letter is governed by English law.

Yours faithfully,

.....
(Authorised signatory)

for *[Insurer]*

SCHEDULE 4
FORMS OF LETTER FOR ASSIGNED CONTRACTS

Part 1
NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: Citibank, N.A.

[Date]

Dear Sirs,

Security Agreement dated [●] 2015 between, amongst others, [name of relevant Chargor] as a Chargor and Citibank, N.A. as Administrative Agent (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement, we have assigned in favour of Citibank, N.A. as agent and trustee for the Secured Parties referred to in the Security Agreement (the "**Administrative Agent**") as first priority assignee all of our rights, title and interest in, to and under [*insert details of Assigned Contract(s)*] (the "**Assigned Contract[s]**").

With effect from your receipt of a notice from the Administrative Agent that an Event of Default (as defined in the Security Agreement) has occurred and is continuing:

1. all payments by you to us under or arising from [the]/[any] Assigned Contract should be made to the Administrative Agent or to its order as it may specify in writing from time to time;
2. all remedies provided for in [the]/[any] Assigned Contract or available at law or in equity are exercisable by the Administrative Agent;
3. all rights to compel performance of [the]/[any] Assigned Contract are exercisable by the Administrative Agent although (i) we will remain liable under [the]/[each] Assigned Contract to perform all the obligations assumed by us under [the]/[that] Assigned Contract and (ii) none of the Administrative Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [the]/[any] Assigned Contract;
4. all rights, interests and benefits whatsoever accruing to or for our benefit arising from [the]/[each] Assigned Contract belong to the Administrative Agent and [no changes or amendments may be made to, or waivers granted in respect of, the terms of [the]/[any] Assigned Contract] nor may [the]/[any] Assigned Contract be terminated without the Administrative Agent's consent; and
5. you are authorised and instructed, without requiring further approval from us, to provide the Administrative Agent with such information relating to [the]/[any] Assigned Contract

as it may from time to time request and to send it copies of all notices issued by you under [the]/[any] Assigned Contract to the Administrative Agent as well as to us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Administrative Agent.

Please send to the Administrative Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter is governed by English law,

Yours faithfully,

.....

(Authorised signatory)

For [*name of relevant Chargor*]

Part 2
FORM OF ACKNOWLEDGEMENT OF COUNTERPARTY

To: Citibank, N.A.

Copy: Avaya UK

[Date]

Dear Sirs,

Security Agreement dated [●] 2015 between, amongst others, [*name of relevant Chargor*] as a Chargor and Citibank, N.A. as Administrative Agent (the "Security Agreement")

We confirm receipt from [*name of relevant Chargor*] (the "**Chargor**") of a notice dated [●] of an assignment on the terms of the Security Agreement of all of the Chargor's rights, title and interest in, to and under [*insert details of Assigned Contract(s)*] (the "**Assigned Contract[s]**").

We confirm that we:

1. accept the instructions contained in the notice and agree to comply with the notice;
2. have not received notice of any assignments of, charge over, trusts in respect of or any other the interest of any third party in [any of] the Assigned Contract[s];
3. undertake to disclose to you without any reference to or further authority from the Chargor any information relating to [the]/[those] Assigned Contract[s] which you may at any time reasonably request;
4. undertake to notify you of any breach by the Chargor of [the]/[any of those] Assigned Contract[s] and to allow you or any of the other Secured Parties (as defined in the Security Agreement) to remedy that breach; and
5. undertake not to change, amend or waive any term of or terminate [the]/[any of those] Assigned Contract[s] on request by the Chargor without your prior written consent, unless permitted under Clause 8.2 (*Assigned Contracts*) of the Security Agreement.

This letter is governed by English law.

Yours faithfully,

.....
(Authorised signatory)

[*Counterparty*]

SIGNATORIES (GUARANTEE AND SECURITY AGREEMENT)

THE CHARGORS

Ayava UK

EXECUTED AS A DEED by

)


Director

Ayava UK


)

acting by LEE HASTINGS)

)

in the presence of:

)

STEPHEN WRIGHT 

)

Name of Witness

AYAVA HOUSE,
CATHEDRAL HILL,
GUILDFORD
SURREY
GU2 7YL

)

)

Address of Witness

Avaya International Sales Limited

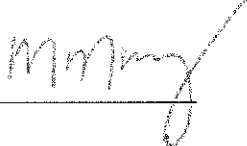
Signed and delivered as a deed

For and on behalf of

AVAYA INTERNATIONAL SALES LIMITED


acting by its duly authorised and appointed attorney

Name of attorney: Michael Murray

Signature of attorney: 

In the presence of:

Witness name: Julie O'Donnell

Witness signature: 

Witness address: Dublin Ireland

Witness occupation: Treasury Manager

Avaya Deutschland GmbH

AVAYA DEUTSCHLAND GMBH,

Executed as a deed by) Managing Director (*Geschäftsführer*)


acting by ZORN

and von BRÄUNIG) Managing Director (*Geschäftsführer*)

THE ADMINISTRATIVE AGENT

Citibank, N.A.

By:


Brendan Mackay
Vice President and Director