

MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

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



What this form is NOT for

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

THURSDAY



PSQD3FVX

PC5

17/12/2009

758

COMPANIES HOUSE

1

Company details

Company number 0 1 3 0 9 6 2 9

Company name in full MITEL NETWORKS LIMITED

21 For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d0 d7 m1 m2 y2 y0 y0 y9

3

Description

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

Description Rent deposit dated 7 December 2009 Made between (1) PEARSON PENSION PROPERTY FUND LIMITED and PEARSON NOMINEES LIMITED (the "Landlord") and (2) MITEL NETWORKS LIMITED (the "Tenant")(the "Rent Deposit Deed") supplementary to a lease of the premises known as Unit 2260 Kettering Parkway Kettering Venture Park made on 28 February 1997 between (1) ARLINGTON (KETTERING) LIMITED (2) INTER-TEL INTEGRATED SYSTEMS (UK) LIMITED and (3) INTER-TEL INCORPORATED (the "Lease")

4

Amount secured

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

Amount secured All the obligations of the tenant to the Landlord contained in the Rent Deposit Deed supplementary to the Lease including the obligation to pay all monies from time to time standing to the credit of the Rent Deposit Account set up by the Landlord

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

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

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

Continuation page

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

Name PEARSON PENSION PROPERTY FUND LTD

Address 80 STRAND LONDON

Postcode W C 2 R 0 R L

Name PEARSON NOMINEES LTD

Address 80 STRAND LONDON

Postcode W C 2 R 0 R L

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

1.1 As security for the payment to the Landlord of the Liabilities and for performance of its other obligations in the Lease and in this deed the Tenant charges to the Landlord by way of first fixed charge with full title guarantee all its right and entitlement to the Deposit Balance until such time as the Deposit Balance is released to the Tenant in accordance with clause 7.

1.2 The Tenant warrants that the Deposit is free from any charge other than floating charges, encumbrance or other security interest in favour of any third party and the Tenant shall not assign or otherwise dispose to any person whatsoever the benefit of any of the Tenant's rights under this deed or the Tenant's interest in, nor create any further charge encumbrance or other security interest over, the whole or any part of the Deposit Balance or the Account.

The following words and expressions have the following meanings:

"Account" means a separate interest-bearing account (to which the Deposit is to be credited as soon as possible and in any event within 5 Working Days of the date of Rent Deposit Deed designated "MITEL NETWORKS LIMITED – RENT DEPOSIT ACCOUNT FOR Unit 2260 Kettering Venture Park" with a London Clearing Bank of the Landlord's choosing from time to time and includes any new account opened and any renewal re-designation or renumbering of any relevant account from time to time;

"Deposit" means the Initial Deposit and any further sums deposited ;

"Deposit Balance" means the sum from time to time standing to the credit of the Account including any accrued interest;

"Clearing Bank" means a bank incorporated under the law of and with its principal place of business in the United Kingdom and which is a "sterling member" of CHAPS Clearing Company Limited;

"Initial Deposit" means: the sum of SIXTEEN THOUSAND ONE HUNDRED POUNDS (£16,100.00) plus an amount equal to Value Added Tax on such sum at the rate prevailing from time to time;

[CONTINUED ON THE CONTINUATION PAGE]

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Liabilities" means:

(a) any failure by the Tenant to pay the rents reserved by and the other sums reserved or rent under the Lease which have not been paid within 14 days after the due date for payment whether or not formally demanded;

(b) in the event of forfeiture or disclaimer to make good to the Landlord any expense cost or loss arising from the determination of the Lease before the end of the term whether by forfeiture or the disclaimer of the Lease by any liquidator of the Tenant

(i) mesne profits from the date of forfeiture or disclaimer until the date the Landlord obtains possession of the premises;

(ii) a sum equal to the rents and other sums which would have been payable under the Lease (had it not been forfeited or disclaimed) for the period beginning on the date on which the Landlord obtains possession until the earlier of the date from which a full market rent is payable under a new lease of the premises granted on terms substantially similar to those contained in the Lease and the expiry of six months;

(c) in the event of any breach of the obligations of the Tenant under the Lease or this deed not having been remedied within two months following written notice to the Tenant such sums as would compensate the Landlord in respect of such breach;

(d) any failure by the Tenant to pay all legal costs and other fees and expenses properly incurred by the Landlord in enforcing the terms of the Lease or this deed;
together in each case with an amount equal to such value added tax (if any) as is or would have been properly chargeable thereon;

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

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

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

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

Commission allowance or discount

NIL

8 Delivery of instrument

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

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

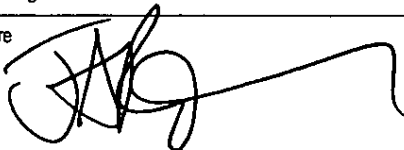
9 Signature

Please sign the form here.

Signature

Signature

X



X

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

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Presenter information

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

Contact name **FREDRIK EDLUND**

Company name
Ashurst LLP

Address **Broadwalk House**

5 Appold Street

Post town **London**

County/Region

Postcode **E C 2 A 2 H A**

Country **England**

DX **639 London City**

Telephone **+44 (0)20 7638 1111**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1309629
CHARGE NO. 21**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 7
DECEMBER 2009 AND CREATED BY MITEL NETWORKS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO PEARSON PENSION PROPERTY
FUND LTD & PEARSON NOMINEES LTD UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 17
DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 DECEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**