

Company Number: 09059484

THE COMPANIES ACT 2006

**PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
of
MITEL EUROPE LIMITED
(the "Company")**

Circulation Date 28 April 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "2006 Act"), the directors of the Company propose that, the resolutions below to be passed on or about the date hereof by the board of directors of the Company be passed as ordinary and special resolutions of the Company

ORDINARY RESOLUTIONS

- 1 **THAT** the terms of, and the transactions and matters and the giving of a guaranty and security contemplated by a credit agreement (the "**Transaction**") between, (inter alia), the Company's parent Mitel Networks Corporation ("**MNC**") and Mitel US Holdings, Inc ("**MUSHI**") (as the Borrowers) and Bank of America, N.A. (as the Collateral Agent and the Administrative Agent) (the "**Credit Agreement**") and the execution and delivery and performance by the Company of each of the following
 - 1.1 a subsidiary guaranty dated on or around the date of this resolution given by the Company for the liabilities of MNC, MUSHI and each other Obligor (as defined in the Credit Agreement) under the Loan Documents,
 - 1.2 an intercompany note and endorsement to that intercompany note to be entered into by the Company on or around the date of this resolution with (inter alia) MUSHI,
 - 1.3 an intercompany subordination agreement to be entered into by the Company on or around the date of this resolution with (inter alia) MUSHI,
 - 1.4 a payout letter in respect of a credit agreement dated 31 January 2014 between (inter alia), MNC and MUSHI as Borrowers, various financial institutions and other persons listed therein as lenders and Jefferies Finance LLC ("**Jefferies**") as the administrative agent and the collateral agent (the "**Jefferies Credit Agreement**"),
 - 1.5 an English law debenture dated on or around the date of this certificate given by the Company for the liabilities of MNC, MUSHI and each other Obligor (as defined in the Credit Agreement) under the Loan Documents;
 - 1.6 an English law deed of release dated on or around the date of this certificate between, (inter alia), the Company, MNC and Jefferies in connection with the Jefferies Credit Agreement (together, the "**Transaction Documents**"), and
 - 1.7 all notices, instructions, certificates and other documents (including any power of attorney) incidental or ancillary to any Transaction Document (the "**Ancillary Documents**" and together with the Transaction Documents, the "**Documents**"),is in the commercial interests of the Company and to its commercial benefit and the approval for the Company to enter into each of the Documents is given

UKMATTERS.34337708.5

WEDNESDAY



A47BTQEJ

A08

13/05/2015

#102

COMPANIES HOUSE

- 2 **THAT** the directors have authority and be directed to approve the terms of, and the transactions contemplated by, the Documents (subject to any further amendments as any director of the Company in his absolute discretion deem necessary or appropriate), and take any action in connection with the negotiation, execution, delivery and performance of such documents as they shall deem necessary and appropriate.
- 3 **THAT** should a director of the Company have an interest by virtue of being a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company, no authorisation by the board of directors of the Company shall be required in respect of any such interest. For the purposes of this resolution, "Relevant Company" shall mean
- (a) the Company,
 - (b) any subsidiary undertaking of the Company,
 - (c) any parent undertaking of the Company or a subsidiary undertaking of any such parent undertaking,
 - (d) any body corporate promoted by the Company, or
 - (e) any body corporate in which the Company is otherwise directly or indirectly interested,

and "subsidiary undertaking" and "parent undertaking" shall be construed in accordance with sections 1161 and 1162 of the Companies Act 2006

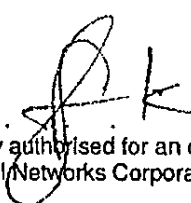
SPECIAL RESOLUTIONS

- 1 **THAT** the articles of association of the Company be amended by inserting the following as a new article 10 3:
- "10 3 Article 26(5) of the Model Articles is deleted and replaced by a new article 26(5) and article 26(6) as follows
- "26(5) *Subject to articles 26(6), the directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent*
- 26(6) *Notwithstanding any other provision contained in these articles, the Model Articles or the Act*
- (i) *where a security interest has been granted over any share pursuant to a security agreement granted in favour of any bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purposes of making, purchasing or investing in loans, securities or other financial assets, such share shall be exempt from all liens (whether present or future) in favour of the Company that would arise pursuant to these articles of association or otherwise howsoever and the Company shall not claim any lien (howsoever arising) in respect of such share while such security interest remains unreleased. A certificate executed by the party to whom such security interest has been granted that such security interest remains unreleased shall be conclusive evidence of fact,*

- (ii) *the directors and/or the company shall have no discretion to decline to register, or suspend registration of, a transfer of shares where the proposed transferee is a bank, financial institution or a trust, fund or other entity which is regularly engaged in or established for the purposes of making, purchasing or investing in loans, securities or other financial assets (or any agent, trustee, nominee or nominees or receiver of such entity) to whom such shares are being transferred by way of security or a purchaser, transferee or other recipient of the shares from such bank, institution or other entity and a certificate signed by an official of such bank, financial institution or other entity that the relevant shares are charged shall be conclusive evidence of such fact, and*
- (iii) *any pre-emption rights conferred on existing members or any other person by these articles of association or otherwise and any other restrictions on the transfer of shares contained in these articles shall not apply where shares are being transferred by way of security to a bank, financial institution or a trust, fund or other entity which is regularly engaged in or established for the purposes of making, purchasing or investing in loans, securities or other financial assets (or any agent, trustee, nominee or nominees or receiver of such bank, financial institution, or other entity) or a purchaser, transferee or other recipient of the shares from such bank, financial institution or other entity ""*

Please read the Notes on the final page of this document before signifying your agreement to the resolutions

Pursuant to Chapter 2 of Part 13 of the 2006 Act, we, the undersigned, being all eligible members of the Company entitled to vote on the resolution set out above on the Circulation Date stated above hereby irrevocably resolve and agree to pass the resolutions set out above as "ordinary resolutions" as ordinary resolutions and agree to pass the resolutions set out above as "special resolutions" as special resolutions of the Company


Duly authorised for and on behalf of
Mitel Networks Corporation

28 April 2015
Date of Signature

Notes

1. This Written Resolution has been proposed by the directors of the Company
2. The Circulation Date of this Written Resolution is 28 April 2015
3. This Written Resolution has been sent to eligible members who would have been entitled to vote on the resolutions on the Circulation Date. Only such eligible members (or persons duly authorised on their behalf) should sign these resolutions
4. An eligible member can signify his or its agreement to the resolutions contained within this Written Resolution by signing the Written Resolution and by either delivering a copy of the signed Written Resolution to an officer of the Company by hand or by sending a copy of the signed resolution in hard copy form by post to the Company secretary
5. You may not revoke your agreement to the Written Resolution once you have signed and returned the Written Resolution to the Company
6. If you do not agree to the Written Resolution you do not need to do anything. You will not be deemed to agree if you fail to reply
7. The Written Resolution is passed when the Company receives the agreement of the required majority of eligible members. The requisite majority for an ordinary resolution is eligible members representing not less than 50% of the total voting rights of eligible members. The requisite majority for a special resolution is eligible members representing not less than 75% of the total voting rights of eligible members
8. The Written Resolution must be passed within a period of 28 days beginning with the Circulation Date of this Written Resolution (section 297 Companies Act 2006). If this Written Resolution is not passed by such date that it will lapse.
9. Any signed Written Resolution received by the Company after the date falling 28 days after the circulation date stated overleaf will not be counted in determining whether the Written Resolution is passed
10. A copy of the Written Resolution has been sent to the Company's auditors