

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[211]

02204070

Name of company

* Marconi Communications International Holdings Limited (the "Chargor")

Date of creation of the charge

19 May 2003

Description of the instrument (if any) creating or evidencing the charge (note 2)

A debenture (the "Debenture") dated 19 May 2003 between the Companies (including the Chargor) and The Law Debenture Trust Corporation p.l.c. as security trustee for the Secured Creditors on the terms and conditions set out in the Security Trust and Intercreditor Deed (the "Security Trustee").

Amount secured by the mortgage or charge

The discharge of all the Secured Obligations on demand of the Security Trustee and payment to the Security Trustee when due and payable of every sum at any time owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors in respect of any such liabilities **provided that** neither such covenant nor the security constituted by the Debenture nor any other provisions of the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant, security, or provision to be unlawful or prohibited by any applicable law (including, for the avoidance of doubt, Section 151 of the Companies Act 1985).

Names and addresses of the mortgagees or persons entitled to the charge

The Law Debenture Trust Corporation p.l.c., Fifth Floor,
100 Wood Street, London, as Security Trustee,
See continuation sheet no. 1

Postcode EC2V 7EX

Presentor's name address and
reference (if any):

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ (Return via CH
London Counter)

London-2/1424341/01

Time critical reference

ESAP/B5105/00035/MC

For official Use
Mortgage Section

| Post room



Short particulars of all the property mortgaged or charged

-In the Debenture the Chargor:

(a) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Creditors with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) all of its right, title and interest from time to time and to each of the following assets:

- (i) the Schedule 4 Real Property;
- (ii) the Tangible Moveable Property;
- (iii) any goodwill;
- (iv) all rights in relation to the uncalled capital of the Chargor;
- (v) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- (vi) all Monetary Claims deriving from or in relation to any Intellectual Property or the proceeds of any Insurance Policy relating to Schedule 4 Real Property.

See continuation sheet no. 1 Page 4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date 30 May 2003

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

02204070

Name of Company

Marconi Communications International Holdings Limited (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please do not
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Please complete
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in black type, or
bold block lettering

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

which expression shall include any person for the time being appointed
as trustee or as an additional trustee for the purpose of, and in
accordance with, the Security Trust and Intercreditor Deed.

(b) assigned with full title guarantee to the Security Trustee as trustee for the Secured Creditors as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets:

- (i) all rights and claims in relation to any Assigned Account; and
- (ii) each of the Intra-Group Loan Contracts

(c) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Creditors with the payment and discharge of the Secured Obligations by way of first floating charge the whole of its undertaking and assets (including but not limited to the Real Property, the Accounts, the Insurance Policies, the Intellectual Property, the Monetary Claims and the Investments), present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the Secured Obligations but specifically including within the floating charge hereby created the whole property, assets and undertaking of the Chargor situated in Scotland or otherwise governed by Scots law.

The Debenture contains covenants for further assurance.

The Security created by (c) above over the Accounts (other than the Mandatory Redemption Escrow Account) shall take effect subject to and shall not restrict the ability of the Chargor to create any (a) security or (b) other arrangement under which money or claims to or the benefit of, a bank or other account may be applied, set off, made subject to a combination of accounts or otherwise subject to time deposit arrangements or other flawed asset rights (whether or not such security is or is to be created on, before or after the date of the Debenture) which secures obligations under and/or in respect of

- (i) the Interim Bonding Facility Documents;
- (ii) the Temporary Bonding Facility Documents;
- (iii) the New Bonding Facility Agreement;
- (iv) the Existing Performance Bonds; and
- (v) any other bonding facility expressly permitted pursuant to section 407 of the Senior Note Indenture and section 406 of the Junior Note Indenture.

In each case as a result of the provision of cash collateral as permitted pursuant to the terms of the Indentures or any of them, the Escrow Agreement or the Security Trust and Intercreditor Deed.

For the avoidance of doubt the Australian Shares and Assets are not charged by way of fixed or floating charge under the Debenture.

The Chargor shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to exist any Security over all or any part of the Charged Property except as not expressly prohibited under the terms of the Indentures.

Schedule to Form 395 relating to the Debenture dated 19 May 2003 between Marconi Communications International Holdings Limited, Company Number 02204070, Marconi Corporation plc and others, as Companies, in favour of The Law Debenture Trust Corporation p.l.c. (the "Security Trustee")

SCHEDULE 1

DEFINITIONS

In this Form 395:

"Accounts" means any credit balance from time to time on any account opened or maintained by the Chargor with any financial institution and all Related Rights and for the avoidance of doubt, includes the Assigned Accounts.

"Additional Amounts" shall have the meaning ascribed to it in the applicable Indenture.

"Additional Remuneration Fee Letter" means a letter agreement between the Security Trustee and the Issuer pursuant to which additional remuneration shall be payable by the Issuer pursuant to the terms of the Security Trust and Intercreditor Deed at the times from time to time specified by the Security Trustee.

"Agent/Trustee/New Bonding Facility Bank Accession Letter" means an accession letter substantially in the form set out in schedule 8 of the Security Trust and Intercreditor Deed.

"Assigned Accounts" means each Escrow Account listed in Schedule 3 (*Details of Assigned Accounts*) and all Related Rights.

"Attorney" means the Security Trustee and each and every person to whom the Security Trustee has from time to time delegated the exercise of the power of attorney conferred by clause 17 of the Security Trust and Intercreditor Deed.

"Capital Stock" means:

- (a) in the case of a corporation, any and all shares, interests, participations, or other equivalent (however designated and whether or not voting) of share capital;
- (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalent (however designated and whether or not voting) of share capital;
- (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited),

and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Charged Property" means all the assets of the Companies which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"Companies" means the companies listed in Schedule 2 (*The Companies*) and each a "Company".

"Composite Guarantee" means the Guarantee made on 19 May 2003 by the Issuer and the Guarantors (except for Marconi Communications Telemulti Ltda) in favour of the Security Trustee of the obligations of the Obligors under the Security Trust and Intercreditor Deed, any Agent/Trustee/New Bonding Facility Bank Accession Letter, any Guarantor Accession Letter, the Escrow Agreement, the New Bonding Facility Agreement, the Security Documents (other than the Guarantee of the Senior Notes, the Guarantee of the Junior Notes and the Composite Guarantee), the Fee Letter and any Additional Remuneration Fee Letter.

"Delegate" means any delegate, agent, attorney, Attorney, co-trustee or additional but separate trustee (including any trustee under any deeds of trust for the purpose of the US Security Documents (referred to in schedule 2 of the Indentures)), custodian, depository or Receiver appointed by the Security Trustee in accordance with the terms of the Security Trust and Intercreditor Deed and/or the Security Documents.

"Depository" means the Bank of New York.

"Escrow Accounts" means the Existing Performance Bond Escrow Account and the Mandatory Redemption Escrow Account set out in Schedule 3 (*Details of Assigned Accounts*).

"Escrow Agreement" means the escrow agreement dated 19 May 2003 and made between the Security Trustee, the Issuer, the New Bonding Facility Agent, the New Bonding Facility Security Trustee and the Escrow Bank establishing and setting out the terms and conditions of each of the Escrow Accounts.

"Escrow Bank" means HSBC Bank plc.

"Existing Performance Bond Escrow Account" means the escrow account set out in Schedule 3 (*Details of Assigned Accounts*) established pursuant to the Escrow Agreement to be used to satisfy any liabilities owed by the Issuer and/or its Subsidiaries to certain providers of Existing Performance Bonds for a period of 12 months from 19 May 2003.

"Existing Performance Bonds" means surety bonds, appeal bonds, bid bonds, performance bonds, letters of credit, bank guarantees or other obligations of a like nature issued by a bank, insurance company or other financial institution on behalf of the Issuer or any of its Subsidiaries in existence on 19 May 2003 and not issued pursuant to an Interim Bonding Facility, until such bonds, letters of credit, guarantees or other obligations expire, terminate or are cancelled.

"Fee Letter" means the letter agreement dated on or about 19 May 2003 between the Security Trustee and the Issuer, pursuant to which the Issuer shall pay or procure the payment of, to the Security Trustee, for its own account, remuneration (together with any applicable VAT or

similar tax chargeable in respect of such remuneration other than any tax on its income) specified therein at the times and in the amounts specified therein and otherwise due under the terms of the Security Trust and Intercreditor Deed.

"Group" means Marconi Corporation plc and any of its subsidiaries within the meaning of Section 736 of the Companies Act 1985, as amended by Section 144 of the Companies Act 1989 for the time being.

"Guarantee of the Junior Notes" means the Guarantee of the Junior Notes by the Guarantors (except Marconi Communications Telemulti Ltda and Marconi Corporation plc) executed and delivered pursuant to article 11 of the Junior Note Indenture.

"Guarantee of the Senior Notes" means the Guarantee of the Senior Notes by the Guarantors (except Marconi Communications Telemulti Ltda and Marconi Corporation plc) executed and delivered pursuant to article 11 of the Senior Note Indenture.

"Guarantee" means any guarantee of any of the Obligations.

"Guarantor" means the companies listed in Schedule 6 (*Guarantors*) and each a **"Guarantor"**.

"Guarantor Accession Letter" means an accession letter substantially in the form set out in part B of schedule 7 to the Security Trust and Intercreditor Deed pursuant to which the Issuer or any of its Subsidiaries accedes to the Security Trust and Intercreditor Deed as a Guarantor.

"Indemnifying Companies" means Marconi Bonding Limited, the Issuer and certain Subsidiaries of the Issuer.

"Indentures" means the Senior Note Indenture and the Junior Note Indenture collectively and **"Indenture"** means either of them.

"Initial Security Documents" means the Guarantees guaranteeing the Obligations and the security documents, each to be dated on or before 19 May 2003 that are set forth in the Indentures.

"Insurance Policy" means any policy of insurance in which any Company may from time to time have an interest and all Related Rights.

"Intellectual Property" means all industrial and intellectual property rights whether registered or not including pending applications for registration of such rights and the right to apply for registration of such rights including but not limited to Patents, utility models, design patents, registered designs, design rights, trade and service marks, copyrights (including copyright and equivalent rights in computer software), rights in inventions, technical information, rights in know-how, business names, database rights, processes, models, formulae and experiments and all rights of equivalent or similar effect to any of those which may subsist anywhere in the world and all Related Rights.

"Interim Bonding Facilities" means (a) the interim bonding facility dated 10 May 2002, as amended, among Barclays Bank PLC, HSBC Bank plc and JPMorgan Chase Bank and

Marconi Bonding Limited providing for the issuance of surety bonds, appeal bonds, bid bonds, performance bonds, letters of credit, bank guarantees or other obligations of a like nature and (b) the temporary bonding facility dated 8 February 2002 among Barclays Bank PLC, HSBC Bank plc and Marconi Bonding Limited providing for the issuance of surety bonds, appeal bonds, bid bonds, performance bonds, letters of credit, bank guarantees or other obligations of a like nature.

"Interim Bonding Facility Documents" means the Bonding Documents referred to in the Interim Bonding Facility Letter.

"Interim Bonding Facility Letter" means the facility letter dated 10 May 2002, as amended on 24 October 2002, between HSBC Bank plc, Barclays Bank PLC, JPMorgan Chase Bank and Marconi Bonding Limited in an amount up to £150,000,000 (or the equivalent in other currencies) for the issuance of bonds, guarantees, letters of credit, indemnities and similar instruments.

"Intra-Group Loan Contracts" means any contracts between the Chargor and any other member of the Group pursuant to which the Chargor makes available intra-Group loans to such member of the Group and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Issuer" means Marconi Corporation plc as the issuer of the Senior Notes and the Junior Notes.

"Junior Note Trustee" means JPMorgan Chase Bank.

"Junior Note Indenture" means the indenture pursuant to which the Junior Notes are issued.

"Junior Notes" means the dollar denominated guaranteed junior secured notes due 2008 plus any Junior PIK Notes issued or to be issued by the Issuer in accordance with the Junior Note Indenture.

"Junior PIK Notes" means any Junior Notes issued and constituting interest or Additional Amounts paid in kind on outstanding Junior Notes.

"Mandatory Redemption Escrow Account" means the escrow account set out in Schedule 3 (*Details of Assigned Accounts*) established pursuant to the Escrow Agreement into which, in

accordance with the Junior Note Indenture and the Senior Note Indenture, certain amounts will be paid to be applied, inter alia, towards the mandatory redemption of the Junior Notes and/or the Senior Notes.

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor and any proceeds thereof including, without limitation, any claims or sums of money deriving from or in relation to any Intellectual Property, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor and all Related Rights.

"Mortgage" means a mortgage or charge in respect of Real Property entered into pursuant to the Debenture.

"New Bonding Facility Agent" means HSBC Bank plc and its successors and assigns.

"New Bonding Facility Agreement" means the £50,000,000 (or the equivalent in other currencies) committed revolving bonding facility agreement dated 27 March 2003 among the New Bonding Facility Agent, the New Bonding Facility Banks, Marconi Corporation plc, Marconi Bonding Limited and the Indemnifying Companies for the issuance of bonds, guarantees, letters of credit, indemnities and similar instruments.

"New Bonding Facility Banks" means HSBC Bank plc, JPMorgan Chase Bank and Barclays Bank PLC.

"New Bonding Facility Security Trustee" means HSBC Bank plc.

"Notes" means the Senior Notes and the Junior Notes, collectively.

"Obligations" means all present and future indebtedness, liabilities and obligations (for the avoidance of doubt, including any liabilities and obligations which have been cash-collateralised by the Obligor) at any time of any Obligor under the Relevant Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any obligation relating to any increase in the amount of such obligations;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by an Obligor of a payment or discharge, or non-allowability, on the grounds of preference,

and any amounts that would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings (including interest accruing after the commencement of any insolvency or other proceedings).

"Obligors" means each of the Issuer and the Guarantors.

"Patents" means all pending patent applications and registered patents.

"Paying Agent" means the Bank of New York.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"Real Property" means:

- (a) any freehold, leasehold, heritable or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 4 (*Details of Real Property*));
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property; and
- (c) any present or future freehold, heritable or leasehold property in which any company has an interest,

and includes all Related Rights.

"Receiver" means a receiver or manager or administrative receiver of the whole or any part of the Transaction Security.

"Registrar" means the Bank of New York.

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale or assignment of all or any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset including, but not limited to royalties, licence payments, awards of damages and payments made pursuant to settlement agreements in respect of that asset.

"Relevant Documents" means the Security Trust and Intercreditor Deed, any Agent/Trustee/New Bonding Facility Bank Accession Letter, any Guarantor Accession Letter, the Indentures, the Escrow Agreement, the Notes, the New Bonding Facility Agreement, the Security Documents (including the Guarantee of the Senior Notes, the Guarantee of the Junior Notes and the Composite Guarantee), the Fee Letter and any Additional Remuneration Fee Letter and any notices issued and any other documents or agreements entered into in connection with or relating to such documents.

"Schedule 4 Real Property" means the Real Property specified in Schedule 4 (*Details of Real Property*) and all Related Rights.

"Secured Creditors" means the Security Trustee, any Receiver or Delegate, the Depositary, the Paying Agent, the Registrar, the Senior Note Trustee (for itself and as trustee for the holders of the Senior Notes), the Junior Note Trustee (for itself and as trustee for the holders of the Junior Notes), the Escrow Bank, the New Bonding Facility Agent and each of the New Bonding Facility Banks and their successors and assigns.

"Secured Obligations" means, in relation to the Chargor, all present and future indebtedness, liabilities and obligations (for the avoidance of doubt, including any liabilities and obligations which have been cash-collateralised by the Companies) at any time of the Chargor under the Relevant Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any obligation relating to any increase in the amount of such obligations;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by a Company of a payment or discharge, or non-allowability, on the grounds of preference,

and any amounts that would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings (including interest accruing after the commencement of any insolvency or other proceedings).

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or any guarantee, indemnity or assurance against loss or arrangement having a similar effect.

"Security Documents" means (1) the Initial Security Documents securing the Obligations, (2) any other pledge agreements, security agreements, mortgages, deeds of trust and other agreements, instruments and documents entered into from time to time by the Issuer or any Subsidiary of the Issuer creating or granting any Guarantee, indemnity or Security in favour of any of the Secured Creditors or the Security Trustee, as trustee for the Secured Creditors, as security for any of the Obligations and (3) any other agreements, instruments and documents executed and delivered pursuant to any of the foregoing, in the case of each of clauses (1) through (3), as amended, modified, restated or supplemented from time to time.

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed dated 19 May 2003 between, amongst others, the Security Trustee, Marconi Corporation plc and other obligors, the Senior Note Trustee and the Junior Note Trustee.

"Senior Note Indenture" means the indenture pursuant to which the Senior Notes are issued.

"Senior Note Trustee" means Law Debenture Trust Company of New York and its successors and assigns.

"Senior Notes" means the US dollar denominated guaranteed senior secured notes due 2008 issued by the Issuer.

"Shares" means all of the shares in the companies set out in Schedule 5 (*Details of Shares*) held by, to the order or on behalf of the Companies at any time and all Related Rights.

"Subsidiary" means with respect to any specified Person:

- (a) any corporation, association or other business entity of which more than 50% of the total voting power of its Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and
- (b) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person, or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Companies' stock in trade or work in progress) and all Related Rights.

"Temporary Bonding Facility Documents" means the Bonding Documents referred to in the Temporary Bonding Facility Letter.

"Temporary Bonding Facility Letter" means the facility letter dated 8 February 2002 between HSBC Bank plc, Barclays Bank PLC and Marconi Bonding Limited in an amount up to £50,000,000 (or equivalent in other currencies) for the issuance of bonds, guarantees, letters of credit, indemnities and similar instruments.

"Transaction Security" means any guarantee (including the Guarantees) guaranteeing the payment of the Obligations and any Security created or expressed to be created in favour of the Security Trustee or any Secured Creditor under the Security Documents.

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

SCHEDULE 2
THE COMPANIES

Company name	Company number
Associated Electrical Industries Limited	00062919
Elliott-Automation Holdings Limited	00559725
The English Electric Company Limited	00152250
GPT Special Projects Management Limited	02984211
Highrose Limited	04410334
Marconi (Bruton Street) Limited	04129430
Marconi (DGP1) Limited	03545378
Marconi (DGP2) Limited	03545363
Marconi (Elliott Automation) Limited	00487190
Marconi (NCP) Limited	03739989
Marconi Aerospace Unlimited	00516425
Marconi Bonding Limited	03818628
Marconi Communications China Limited	02956293
Marconi Communications Holdings Limited	00319092
Marconi Communications International Holdings Limited	02204070
Marconi Communications International Investments Limited	02203912
Marconi Communications International Limited	00464439
Marconi Communications Investments Limited	02353798
Marconi Communications Limited	00703317
Marconi Corporation plc	00067307
Marconi Optical Components Limited	03694360
Marconi UK Intellectual Property Limited	04573518
Metapath Software International Limited	02436108
Mobile Systems International Holdings Limited	03179118

SCHEDULE 3
DETAILS OF ASSIGNED ACCOUNTS

Bank	Currency	Swift/ Sort Code	Account Number	Account Name/Reference
HSBC Bank plc	GBP	40 05 30	73666654	Marconi Corporation plc Mandatory Redemption Escrow Account - Deposit Account
	EUR	40 05 15	57850201	Marconi Corporation plc Mandatory Redemption Escrow Account - Call Account
	USD	40 05 15	57850236	Marconi Corporation plc Mandatory Redemption Escrow Account - Call Account
HSBC Bank plc	GBP	40 05 30	73666662	Marconi Corporation plc Existing Performance Bond Escrow Account - Client Deposit Account
	EUR	40 05 15	57850228	Marconi Corporation plc Existing Performance Bond Escrow Account - Call Account
	USD	40 05 15	57850244	Marconi Corporation plc Existing Performance Bond Escrow Account - Call Account

SCHEDULE 4
DETAILS OF REAL PROPERTY

Part A
Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the relevant Company is registered as the proprietor at H.M. Land Registry)

Registered Proprietor	Description of Property	Title Number, District and County
Marconi Communications International Holdings Limited	Leasehold property known as land and buildings on the South East side of Carr Lane, Chorley	LA114301 Chorley, Lancashire
Marconi Communications Limited	Leasehold property known as land and buildings on the North East side of Wilson Road, Huyton, Liverpool	MS49631 Knowsley, Merseyside
Marconi Corporation plc	Leasehold property known as Maryland House, 329-333 High Street, Stratford, London	EGL398383 London Borough of Newham, Greater London
Marconi Communications Limited	Freehold property at 18/20 Dennington Road, Wellingborough, Northamptonshire	NN5272 Wellingborough, Northamptonshire

Part B
Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered
at H.M. Land Registry of which the relevant Company is the owner)

Property-owning Company	Description of Property	Details of Lease/Root of Title
Marconi Communications Limited	Leasehold property known as Building 51, Edge Lane, Liverpool	Lease dated 28 June 2002 and made between Marconi Communications International Holdings Limited (1) and Marconi Communications Limited (2)
Marconi Communications Limited	Leasehold property known as Building 19, Edge Lane, Liverpool	Lease dated 28 June 2002 and made between Marconi Communications International Holdings Limited (1) and Marconi Communications Limited (2)
Marconi Communications Limited	Leasehold property known as Buildings 55/22, Edge Lane, Liverpool	Lease dated 28 June 2002 and made between Marconi Communications International Holdings Limited (1) and Marconi Communications Limited (2)
Marconi Communications Limited	Leasehold property known as Ground Floor, Building 2, Edge Lane, Liverpool	Lease dated 28 June 2002 and made between Marconi Communications International Holdings Limited (1) and Marconi Communications Limited (2)
Marconi Communications Limited	Leasehold property known as Building 21, Edge Lane, Liverpool	Lease dated 28 June 2002 and made between Marconi Communications International Holdings Limited (1) and Marconi Communications Limited (2)

SCHEDULE 5
DETAILS OF SHARES

Part A

Name of Company	Issued Capital Share	Description and Number of Shares Held	Percentage of Shares Held	Share Certificate Numbers(s)
Associated Electrical Industries Limited	£43,428,595	Ord. £1.00 x 43,428,595	100	30624 - 1 share 30623 - 3,000 shares 30477 - 27,501,392 shares 30478 - 9,764,898 shares 30580 - 3,392,068 shares 30588 - 706,153 shares 30593 - 1,068,933 shares 30594 - 750,306 shares 30597 - 237,845 shares 30619 - 3,499 shares 30620 - 500 shares
Bookham Technology plc (UK)	£892,864	Ord. 0.03p x 12,891,000	9	0024380
Easynet Group plc	£4,436,990	Ord. 0.04p x 30,111,162	49.8%	A07095 - 28,954,516 shares A07362 - 1,156,646 shares
		Convertible Ord. 0.04.p x 50,707,150		A00001 - 48,553,661 shares A00002 - 2,153,489 shares
Elliott-Automation Holdings Limited	£1,000	Ord. £1.00 x 1,000	100	6 - 998 shares 26 - 1 share 26 - 1 share (Same number used on different certificate)
The English Electric Company, Ltd	£88,142,081	Ord. £1.00 x 88,142,081	100	085843 - 1 share 085832 - 80,612,496 shares 085833 - 7,529,579 shares 085840 - 1 share 085841 - 1 share 085842 - 3 shares

Name of Company	Issued Capital Share	Description and Number of Shares Held	Percentage of Shares Held	Share Certificate Numbers(s)
GPT Special Project Management Limited	£2	Ord. £1.00 x 2	100	1 - 1 share 2 - 1 share
Highrose Limited	£1	Ord. £1.00 x 1	100	1 - 1 share
Marconi (Bruton Street) Limited	£780,001	Ord. £1.00 x 780,001	100	2 - 1 share 3 - 780,000 shares
Marconi (DGP1) Limited	£845,000	Ord. £1.00 x 845,000	100	11 - 600,000 shares 10 - 40,000 shares 9 - 102,500 shares 8 - 2,500 shares 7 - 99,996 shares 6 - 2 shares 5 - 1 share 3 - 1 share
Marconi (DGP2) Limited	£845,000	Ord. £1.00 x 845,000	100	11 - 600,000 shares 10 - 40,000 shares 9 - 102,500 shares 8 - 2,500 shares 7 - 99,996 shares 6 - 2 shares 5 - 1 share 3 - 1 share
Marconi (Elliot Automation) Limited	£18,582,153	Ord. £0.25 x 74,328,612	100	531 - 2,091,876 shares 532 - 141,612 shares 533 - 808 shares 534 - 5,704 shares 5776 - 15,149,064 shares 5777 - 1,025,616 shares 5778 - 228,120 shares 178562 - 2,892,614 shares 178572 - 50,164,610 shares 178581 - 2,624,588 shares 178582 - 1,600 shares 178602 - 400 shares 178604 - 1,599 shares 178598 - 400 shares and 178603 - 1 share

Name of Company	Issued Capital Share	Description and Number of Shares Held	Percentage of Shares Held	Share Certificate Numbers(s)
Marconi (NCP) Limited	£1	Ord. £1.00 x 1	100	2 - 1 share
Marconi Bonding Limited	£1	Ord. £1.00 x 1	100	2 - 1 share
Marconi Communications China Limited	£2	Ord. £1.00 x 2	100	1 - 1 share 2 - 1 share
Marconi Communications Holdings Limited	£200,000,000	Ord. £1.00 x 200,000,000	100	4 - 50 shares 8 - 19,999,950 shares 10 - 100,000,000 shares 13 - 79,999,999 shares 14 - 1 share
Marconi Communications International Holdings Limited	£100	Ord. £1.00 x 100	100	1 - 1 share 4 - 99 shares
Marconi Communications International Investments Limited	£200,000,000	Ord. £1.00 x 200,000,000	100	1 - 199,999,999 shares 2 - 1 share
Marconi Communications International Limited	£100	Ord. £1.00 x 100	100	1 - 99 shares 3 - 1 share
Marconi Communications Investments Limited	£2	Ord. £1.00 x 2	100	2 - 1 share 3 - 1 share
Marconi Communications Limited	£1,500,000	Ord. £1.00 x 1,500,000	100	1 - 1 share 2 - 1,499,999 shares
Marconi Optical Components Limited	£2	Ord. £1.00 x 2	100	2 - 2 shares
Marconi UK Intellectual Property Limited	£1	Ord. £1.00 x 2	100	1 - 1 share

Name of Company	Issued Capital Share	Description and Number of Shares Held	Percentage of Shares Held	Share Certificate Numbers(s)
Metapath Software International Limited	£292,500	Ord. £0.025 x 11,700,000	100	1 - 11,700,000 shares

Part B

Name of Company	Issued Share Capital	Description and Number of Shares held (ordinary £1.00 shares unless otherwise stated)	% Owned
Arrow Ltd	£50,000	Associated Electrical Industries Limited - 49,000 Associated Electrical Industries Holdings Limited - 1,000	100
Associated Electrical Industries International Ltd	£2,500	Associated Electrical Industries Limited - 2,499 Associated Electrical Industries Holdings Limited - 1	100
FF Chrestien & Co Ltd	£25,000	Associated Electrical Industries Limited - 24,999 Associated Electrical Industries Holdings Limited - 1	100
Marconi Projects Hong Kong Ltd	£3	Associated Electrical Industries Limited - 2 Associated Electrical Industries Holdings Limited - 1	100
Associated Automation Ltd	£1,400,000 ord 50p	Elliott-Automation Holdings Limited - 2,799,998 ordinary 50p shares Associated Electrical Industries Holdings Limited - 1 ordinary 50p share The English Electric Company, Limited - 1 ordinary 50p share	100
Marconi (Holdings) Ltd	£996,094 ord 25p £500,000 5% Cum Pref £1	Elliott-Automation Holdings Limited - 3,983,975 ordinary 25p shares Associated Electrical Industries Holdings Limited - 400 ordinary 25p shares Associated Electrical Industries Limited - 1 ordinary 25p share Elliott-Automation Holdings Limited - 500,000 5% Cumulative Preference shares of £1	100
Combined Electrical Manufacturers Ltd	£2,332,000 20p ord £350,000 4.25% Cum Pref £1	The English Electric Company, Limited - 11,659,498 ordinary 20p shares Associated Electrical Industries Holdings Limited - 501 ordinary 20p shares Associated Electrical Industries Limited - 1 ordinary 20p share The English Electric Company, Limited - 350,000 4.25% Cumulative Preference shares of £1	100
The Kingsway Housing Association Ltd	£500,000	The English Electric Company, Limited - 499,999 Associated Electrical Industries Holdings Limited - 1	100
Zipbond Ltd	£10 ord £1 90 10% non-cum pref £1	The English Electric Company, Limited - 9 ordinary £1 shares Associated Electrical Industries Holdings Limited - 1 ordinary £1 share The English Electric Company, Limited - 90 10% non-cumulative preference shares of £1	100
Mobile Systems Services Limited	£10,000	Metapath Software International Limited - 5,001 Mohamid Ibrahim & Metapath Software International Ltd - 4,999	100
GPT Middle East Ltd	£100,000	Marconi Communications International Investments - 99,999 Marconi Communications Optical Fibres Limited - 1	100

Name of Company	Issued Share Capital	Description and Number of Shares held (ordinary £1.00 shares unless otherwise stated)	% Owned
Oxus Mining plc	£1,810,493.16	Marconi Communications International Holdings Limited - 2,188,320 ordinary lp shares	<1
Telephone Cables Ltd	£2,500,000	Marconi Communications International Investments Limited - 1,676,250 Marconi Communications International Limited - 573,750	100
Marconi Communications C.I.S. Ltd	£100	GPT Middle East Limited (held on behalf of Marconi Communications Limited) - 99 Marconi Communications Optical Fibres Limited - 1	100
Marconi Defence Overseas Ltd	£2	Marconi Communications Limited - 2	100
Rural Radio Systems Ltd	£6,219	Marconi Communications Ltd - 622	10
Tetrel Ltd	24,348.35 "A" Ord 0.05p	Marconi Communications Limited - 485,987 "A" Ordinary 0.05p shares	100
Albany Partnership Ltd	£1,260,000	Marconi Corporation plc - 1,260,000	100
Bruton Street Investments Ltd	£1,000,000	Marconi Corporation plc - 999,999 Associated Electrical Industries Holdings Limited - 1	100
Confirmant Ltd	£30,000,000	Marconi Corporation plc - 15,000,000	50
Highspeed Office Ltd	£197.89 ord 0.1p £10.42 "A" pref ord 0.1p £398.41 "B" pref ord 0.1p £312.47 convertible 0.1p	Marconi Corporation plc - 10,416 "A" preferred shares of 0.1p Marconi Corporation plc - 130,198 "B" preferred ordinary shares of 0.1p	15
Layana Ltd	£1	Marconi Corporation plc - 1	100
Marconi (Sixty-Nine) Ltd	£325,000	Marconi Corporation plc - 324,999 Associated Electrical Industries Holdings Limited - 1	100
Marconi (Fifteen) Ltd	£2	Marconi Corporation plc - 1 Associated Electrical Industries Holdings Limited - 1	100
Marconi (Forty-Six) Ltd	£102	Marconi Corporation plc - 100 Associated Electrical Industries Holdings Limited - 2	100
Marconi (Forty-Three) Limited	£1	Marconi Corporation plc - 1	100
Marconi (Sixteen) Ltd	£1,250,000	Marconi Corporation plc - 1,249,999 Associated Electrical Industries Holdings Limited - 1	100
Marconi (Thirty-Two) Ltd	£2	Marconi Corporation plc - 2	100

Name of Company	Issued Share Capital	Description and Number of Shares held (ordinary £1.00 shares unless otherwise stated)	% Owned
Marconi (Twenty-Seven) Ltd	£450,000 ord 25p 800,000 conv ord 25p 292,500 6% cum pref £1	Marconi Corporation plc - 1,799,199 ordinary 25p shares Associated Electrical Industries Holdings Limited - 1 ordinary 25p share C G Donaldson - 400 ordinary 25p shares K D Smith - 400 ordinary 25p shares Marconi Corporation plc - 3,200,000 convertible ordinary 25p shares Marconi Corporation plc - 292,500 6% cumulative preference shares of £1	100
Marconi (WCGL) Ltd	£2,300,000 ord 20p	Marconi Corporation plc - 11,499,999 ordinary 20p shares Associated Electrical Industries Holdings Limited - 1 ordinary 20p share	100
Marconi Capital Ltd	£2	Marconi Corporation plc - 2	100
Marconi Caswell Developments Ltd	£1	Marconi Corporation plc - 1	100
Marconi Finance plc	£10,050,000	Marconi Corporation plc - 10,049,999 Clanville Limited - 1	100
Marconi Fleet Management Ltd	£100	Marconi Corporation plc - 99 Associated Electrical Industries Holdings Limited - 1	100
Marconi G.M. Ltd	£2	Marconi Corporation plc - 2	100
Marconi India Ltd	£50,000	Marconi Corporation plc - 49,999 Associated Electrical Industries Holdings Limited - 1	100
Marconi Information Systems Ltd	£78,852	Marconi Corporation plc - 78,852	100
Marconi Mobile Systems Ltd	£100	Marconi Corporation plc - 99 Associated Electrical Industries Holdings Limited - 1	100
Marconi (Nine) Ltd	£100	Marconi Corporation plc - 99 Associated Electrical Industries Holdings Limited - 1	100
Marconi Quest Ltd (Trustee Co.)	£1	Marconi Corporation plc - 1	100
Marconi Rolls-Royce (Power Generation) Ltd	£2,000,000	Marconi Corporation plc - 1,000,000	50
Netdecisions Holdings Ltd	£128,571 ord £1 £42,820.95 deferred 0.25p £226,643.14 ord 0.25p	Marconi Corporation plc - 17,128,381 deferred 0.25p shares Marconi Corporation plc - 1,200,000 ordinary 0.25p shares	1
Netscient Ltd	128,571 ord £1 35,065 'A' ord £1 115,200,000 1p pref	Marconi Corporation plc - 128,571 ordinary £1 Marconi Corporation plc - 35,065 'A' ordinary £1 Marconi Corporation plc - 115,200,000 1p preference shares	100
Oxford GlycoSciences plc	£2,800,133.75 ord 5p	Marconi Corporation plc - 645,162	1.1
Plessey Holdings Ltd	£265,000,500 'G' ord £1 £265,000,500 'S' ord £1	Marconi Corporation plc - 300,500,000 'G' ordinary £1	50
Regent Escrow Ltd	£100	Marconi Corporation plc - 1	100
Salplex Ltd	£150,000	Marconi Corporation plc - 90,000	60

Name of Company	Issued Share Capital	Description and Number of Shares held (ordinary £1.00 shares unless otherwise stated)	% Owned
Streamvpn Ltd	54,788.80 ord 10p	Marconi Corporation plc - 88,888 ordinary 10p shares	16.2
The M-O Valve Co Ltd	£50,000 ord 50p	Marconi Corporation plc - 99,999 ordinary 50p shares Associated Electrical Industries Holdings Limited- 1 ordinary 50p share	100
The Rotary Engineering Company Ltd	£7,500	Marconi Corporation plc - 7,499 Associated Electrical Industries Holdings Limited - 1	100
Ultramast Ltd	£126 deferred £1 £133 ordinary £1	Marconi Corporation plc - 63 deferred £1 shares	50 deferred 24 total issued
Woods of Colchester Housing Society Ltd	£200	Marconi Corporation plc - 196 Marconi Corporation plc Account MAS - 1 Marconi Corporation plc Account CGD - 1 Marconi Corporation plc Account KDS - 1 Associated Electrical Industries Holdings Limited - 1	100

SCHEDULE 6

GUARANTORS

Metapath Software International Limited
Mobile Systems International Holdings Limited
GPT Special Project Management Limited
Marconi Communications Limited
Marconi Communications International Limited
Marconi Communications China Limited
Marconi Communications International Investments Limited
Marconi Communications International Holdings Limited
Marconi Communications Investments Limited
Marconi Communications Holdings Limited
Marconi (Bruton Street) Limited
Marconi (DGP1) Limited
Marconi (DGP2) Limited
Marconi Bonding Limited
Marconi Optical Components Limited
Associated Electrical Industries Limited
Marconi (Elliot Automation) Limited
Elliot-Automation Holdings Limited
The English Electric Company Limited
Marconi Aerospace Unlimited
Marconi UK Intellectual Property Limited
Marconi (NCP) Limited
Highrose Limited
Bruton Street Overseas Investments Limited
Marconi Inc.
Marconi Holdings, LLC
Marconi Communications North America Inc.
FS Holdings Corp
FS Finance Corp
Marconi Software International, Inc.
Metapath Software International (US), Inc.
Metapath Software International, Inc.
Marconi Intellectual Property (US) Inc.
Marconi Communications Holdings GmbH
Marconi Communications GmbH
Marconi Communications Real Estate GmbH
Marconi Holdings SpA
Marconi Communications SpA
Marconi Sud SpA
Marconi Communications Telemulti Ltda

Marconi Australia Holdings Pty Limited
Marconi Australia Pty Limited
Marconi Communications Asia Limited
G.E.C. (Hong Kong) Limited
Marconi Communications, Inc.
Marconi Networks Worldwide, Inc.
Marconi Communications Technology, Inc.
Marconi Communications Federal, Inc.
Marconi Acquisition Corp.
Marconi Intellectual Property (Ringfence) Inc.
Marconi Communications Limited (Ireland)
Marconi Communications Optical Networks Limited
Marconi Communications, S.A. de C.V.
Marconi Communications de México, S.A. de C.V.
Marconi Communications Exportel, S.A. de C.V.
Administrativa Marconi Communications, S.A. de C.V.
Marconi Communications B.V.
Marconi Communications GmbH (Switzerland)
Regents Place, Inc.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02204070

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE BETWEEN THE COMPANIES (INCLUDING THE CHARGOR) AND THE LAW DEBENTURE TRUST CORPORATION p.l.c. AS SECURITY TRUSTEE FOR THE SECURED CREDITORS DATED THE 19th MAY 2003 AND CREATED BY MARCONI COMMUNICATIONS INTERNATIONAL HOLDINGS LIMITED FOR SECURING ALL PRESENT AND FUTURE INDEBTEDNESS LIABILITIES AND OBLIGATIONS AT ANY TIME OF THE COMPANY TO THE SECURITY TRUSTEE (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE SECURED CREDITORS) OR ANY OF THE OTHER SECURED CREDITORS UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JUNE 2003.

LO
Paw



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES