

# M

# 403a

Please do not  
write in  
this margin

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

\* Insert full name  
of company

~~For official use~~

Company number

02204070

Name of company

\* Marconi Communications International Holdings Limited (the **Grantor**)

1, Craig George Donaldson

of 35 Fellows Road, Beeston, Nottingham NG9 1AQ

† Delete as appropriate

[a director] ~~XXXXXXXXXX~~, ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ † of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been

‡ Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

paid or satisfied in (full) ~~(part)~~ +

Date and Description of charge ‡ Please see continuation sheet.

Date of Registration § 4 June 2003

Name and address of [chargee] ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ The Law Debenture Trust Corporation p.l.c., Fifth Floor, 100 Wood Street, London EC2V 7EX (the **Security Trustee**).

§ The date of registration may be confirmed from the certificate

Short particulars of property charged ☐ Please see continuation sheet.

Ø Insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Leamington Spa

Declarant to sign below

Day      Month      Year

on

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

## S.C. Homer

*Solicitor*

Field Overell

42. Warwick Street

Leamington Spa CV32 5JS

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

Allen & Overy LLP  
One New Change  
London EC4M 900

KRW/ALI J/BK:2047738.1

For official use  
Mortgage section



**A32**  
**COMPANIES HOUSE**

0709  
16/11/04

## DATE AND DESCRIPTION OF CHARGE

A quota pledge agreement dated 19 May 2003 between the Grantor and The Law Debenture Trust Corporation p.l.c. in its capacity as security trustee (the **Security Trustee**).

## SHORT PARTICULARS OF PROPERTY CHARGED

As security for all present and future indebtedness, liabilities and obligations (for the avoidance of doubt, including any liabilities and obligations which have been cash-collateralised by certain obligors) at any time of the Grantor under certain relevant documents, both actual and contingent and whether incurred solely or jointly or in any other capacity, the Grantor agreed to grant in favour of Law Debenture Trust Company of New York as senior note trustee (for itself and as trustee for the holders of certain senior notes); JPMorgan Chase Bank as junior note trustee (for itself and as trustee for the holders of certain junior notes); HSBC Bank plc as new bonding facility agent; HSBC Bank plc, Barclays Bank PLC and JPMorgan Chase Bank as new bonding facility banks; and The Bank of New York as depository, paying agent and registrar (together the **Grantees**):

- (a) a pledge over 114,845,999 quotas in Marconi Communications Telemulti Ltda. (the **Company**); and
- (b) an undertaking to pledge to the Grantees, within twenty (20) days after the acquisition of title thereto any Additional Quotas and Additional Proceeds.

## DEFINITIONS

Unless defined above, capitalised terms used in this form 403a have the meanings given to them below:

**Additional Proceeds** means any further quotas in the Company which may from time to time be derived from, subscribed for, purchased or acquired, whether or not by way of sale at market value or at all, by the Grantor, whether or not in addition to, in substitution of, as a conversion of or in exchange for any quotas in the Company held by the Grantor, together with all options, rights or securities of any nature whatsoever that may be issued or granted by the Company to the Grantor in respect of its interest in the Company while the quota pledge agreement is in effect.

**Additional Quotas** means all profits, income, cash, rights, distributions, interests and all other amounts received, receivable or otherwise distributed to such Grantor upon any collection, exchange, sale or other disposition of any of the Additional Quotas, and any property into which any of the Additional Quotas is converted (including any deposits, securities or negotiable instruments).