COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge



CHFP025

Please do not write in this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering To the Registrar of Companies (Address overleaf)

Company number For official use 2204070

* Insert full name of company

Name of company

*Marconi Communications International Holdings Limited (the Chargor)

1, Craig George Donaldson

of 35 Fellows Road, Beeston, Nottingham NG9 1AQ

† Delete as appropriate

‡ Insert a instrument(s) creating or evidencing the

charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

§ The date of registration may be confirmed from the certificate

ø Insert brief details of property

solemnly and sincerely declare that the debt for which the charge described below was given has been description of the paid or satisfied in (full) (paid) t

Date and Description of charge ‡ Please see continuation sheet.

Date of Registration § 4 June 2003.

Corporation p.l.c., Fifth Floor, 100 Wood Street, London EC2V 7EX (the Security Trustee).

Short particulars of property charged ø

Please see continuation sheet.

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 before me

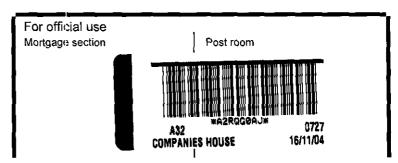
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

S.C. Homer Solicitor Field Overell 42, Warwick Street Leamington Spa CV32 5.IS

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

Allen & Overy LLP One New Change London EC4M 9QQ

KRW/ALIJ/BK:2053592.1



Company Number: 2204070

DATE AND DESCRIPTION OF CHARGE

An Australian asset fixed and floating charge (the **Charge**) dated 19 May 2003 made by the Chargor, among others, in favour of The Law Debenture Trust Corporation p.l.c. as Security Trustee for certain secured creditors, on the terms and conditions set out in the Security Trust and Intercreditor Deed.

SHORT PARTICULARS OF PROPERTY CHARGED

In the Charge the Chargor as beneficial owner charged all of its interest in the Charged Property to the Security Trustee as security for the due and punctual payment and performance of all present and future indebtedness, liabilities and obligations of the Chargor and others under certain documents by way of:

- (a) a fixed charge;
- (b) a floating charge; and
- (c) an assignment to the Security Trustee all its right, title and interest from time to time in and to certain intra-group loan contracts.

DEFINITIONS

Unless defined above, capitalised terms used in this form 403a shall have the following meanings:

Charged Property means all of the present and future undertaking, assets and rights of the Chargor including, but not limited to, all real and personal property, chooses in action, goodwill, uncalled and called but unpaid capital, but excluding:

- (a) any undertaking, assets and rights of the Chargor which, as at the date of this deed or at any time after that date, are located, or taken for the purposes of any Australian State or Territory stamp duty law to be located outside Australia; and
- (b) any MAHL Shares.

Corporations Act means the Australian Corporations Act 2001.

MAHL Shares means the Marketable Securities in Marconi Australia Holdings Pty Limited ACN 004 344 272.

Marketable Securities has the following meaning:

- (a) the meaning given to that expression in the Corporations Act; and
- (b) any units (whatever called) in a trust estate which represent a legal or beneficial interest in any of the income or assets of that trust estate and includes, but is not limited to, any options to acquire any units as described.

Security Trust and Intercreditor Deed means the document so entitled dated 19 May 2003 between, *inter alia*, the Chargor and other obligors and the Security Trustee.