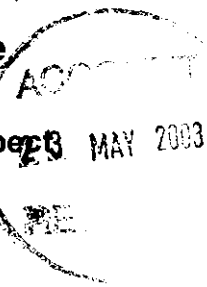


# M

COMPANIES FORM No. 395 A/C 00400109

## 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.



# 395

CHFP025

Please do not write in this margin  
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



2204070

Name of company

\* Marconi Communications International Holdings Limited (the "Company")

Date of creation of the charge

19 May 2003

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

A mortgage dated 19 May 2003 made between Marconi Communications International Holdings Limited as the Company (1) and The Law Debenture Trust Corporation p.l.c. as the Security Trustee (2) (the "Mortgage")

Amount secured by the mortgage or charge

All obligations which the Company might at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Creditors) or any of the other secured creditors including any liability in respect of further advances made, whether actual or contingent, present or future (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (the "Secured Obligations").

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

The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London (the "Security Trustee").

Postcode EC2V 7EX

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

Clifford Chance LLP  
200 Aldersgate Street  
London EC1A 4JJ - please return via Companies House London Counter

JHXM/B5105/00013

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0199  
23/05/03

Short particulars of all the property mortgaged or charged

Please see the attached schedule.

Please do not  
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this margin

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

Particulars as to commission allowance or discount (note 3)

Not applicable.

Signed

Clifford Chance LLP

Date

22 May 2003

On behalf of [company] [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

**Schedule to Form 395**  
**for Marconi Communications International Holdings Limited**  
**(registered number 2204070)**  
**Short Particulars of all the Property Mortgaged or Charged**

1. **FIXED SECURITY**

In the mortgage the Company has charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of legal mortgage all the Company's right, title and interest from time to time in the Mortgaged Property.

2. **DEFINED TERMS**

"**Additional Amounts**" has the following meaning :

If the Issuer or any Guarantor is required to withhold or deduct any amount for, or on account of, Taxes imposed by the United Kingdom or by any other jurisdiction in which the Issuer or any Guarantor is organised or resident for Tax purposes or any political subdivision thereof or any Taxing Authority therein, from any payment made under or with respect to the Junior Notes, the Senior Notes, the Guarantee of the Junior Notes or the Guarantee of the Senior Notes, the Issuer or the applicable Guarantor will pay such additional amounts ("**Additional Amounts**") as may be necessary so that the net amount received by each Holder (including Additional Amounts) after such withholding or deduction will equal the amount the Holder would have received had no such withholding or deduction been required.

"**Additional Remuneration Fee Letter**" has the meaning ascribed to it in Clause 18.1 (*Security Trustee Fee*) of the Security Trust and Intercreditor Deed.

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

"**Attorney**" means 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 of limited liability company, partnership or membership interests (whether general or limited); and
- (d) 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.

**"Composite Guarantee"** means the Guarantee made on 19 May 2003 by the Issuer and the Guarantors in favor 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 (as such terms are defined therein).

**"Definitive Registered Junior Notes"** means Junior Notes in definitive registered form.

**"Definitive Registered Senior Notes"** means Senior Notes in definitive registered form.

**"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 hereof and/or the Security Documents.

**"Depository"** means the Person appointed as agent by the Issuer under the Depositary Agreement which initially shall be The Bank of New York.

**"Deposit Agreement"** means the agreement dated 19 May 2003 between the Issuer and the Bank of New York as Depositary.

**"Escrow Agreement"** means the escrow agreement dated 19 May 2003 made between HSBC Bank plc in various capacities, the Security Trustee, the Escrow Bank and the Issuer.

**"Escrow Bank"** means the Person acting as Escrow Bank under the Escrow Agreement, which initially means HSBC Bank plc.

**"Fee Letter"** has the meaning ascribed to it in Clause 18.1 (*Security Trustee Fee*) of the Security Trust and Intercreditor Deed.

**"Global Junior Notes"** means each global security in bearer form, representing all or a part of the Junior Notes, without coupons for payments attached, authenticated and delivered to the Holder of such Junior Notes or such portion of such Junior Notes in accordance with Section 2.05 (*Execution, Authentication, Delivery and Dating*) of the Junior Note Indenture.

**"Global Senior Notes"** means each global security in bearer form, representing all or a part of the Senior Notes, without coupons for payments attached, authenticated and delivered to the Holder of such Senior Notes or such portion of such Senior Notes in accordance with Section 2.05 (*Execution, Authentication, Delivery and Dating*) of the Senior Note Indenture.

**"Guarantee"** means any guarantee of any of the STID Secured Obligations.

**"Guarantee of the Junior Notes"** means the Guarantee of the Junior Notes by the Guarantors 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 executed and delivered pursuant to Article 11 of the Senior Note Indenture.

**"Guarantor"** means:

- (a) Metapath Software International Limited
- (b) Mobile Systems International Holdings Limited
- (c) GPT Special Project Management Limited
- (d) Marconi Communications Limited
- (e) Marconi Communications International Limited
- (f) Marconi Communications China Limited
- (g) Marconi Communications International Investments Limited
- (h) Marconi Communications International Holdings Limited
- (i) Marconi Communications Investments Limited
- (j) Marconi Communications Holdings Limited
- (k) Marconi (Bruton Street) Limited
- (l) Marconi (DGP1) Limited
- (m) Marconi (DGP2) Limited
- (n) Marconi Bonding Limited
- (o) Marconi Optical Components Limited
- (p) Associated Electrical Industries Limited
- (q) Marconi (Elliot Automation) Limited
- (r) Elliot Automation Holdings Limited
- (s) English Electric Company Limited

- (t) Marconi Aerospace Unlimited
- (u) Marconi UK Intellectual Property Limited
- (v) Marconi (NCP) Limited
- (w) Highrose Limited
- (x) Bruton Street Overseas Investments Limited
- (y) Marconi Inc.
- (z) Marconi Holdings, LLC
- (aa) Marconi Communications Holdings, Inc.
- (bb) Marconi Communications North America Inc.
- (cc) FS Holdings Corp
- (dd) FS Finance Corp
- (ee) Marconi Software International, Inc.
- (ff) Metapath Software International (US), Inc.
- (gg) Metapath Software International, Inc.
- (hh) Marconi Intellectual Property (US) Inc.
- (ii) *Marconi Communications Holdings GmbH*
- (jj) *Marconi Communications GmbH*
- (kk) *Marconi Communications Real Estate GmbH*
- (ll) *Marconi Holdings SpA*
- (mm) *Marconi Communications SpA*
- (nn) *Marconi Sud SpA*
- (oo) *Marconi Communications Telemulti Ltda*
- (pp) *Marconi Australia Holdings Pty Limited*
- (qq) *Marconi Australia Pty Limited*
- (rr) *Marconi Communications Asia Limited*
- (ss) *G.E.C. (Hong Kong) Limited*
- (tt) *Marconi Communications, Inc.*
- (uu) *Marconi Networks Worldwide, Inc.*

- (vv) Marconi Communications Technology, Inc.
- (ww) Marconi Communications Federal, Inc.
- (xx) Marconi Acquisition Corp.
- (yy) Marconi Intellectual Property (Ringfence) Inc.
- (zz) Marconi Communications Limited (Ireland)
- (aaa) Marconi Communications Optical Networks Limited
- (bbb) Marconi Communications, S.A. de C.V.
- (ccc) Marconi Communications de México, S.A. de C.V.
- (ddd) Marconi Communications Exportel, S.A. de C.V.
- (eee) Administrativa Marconi Communications, S.A. de C.V.
- (fff) Marconi Communications B.V.
- (ggg) Marconi Communications GmbH (Switzerland)
- (hhh) Regents Place, Inc.

and any person who accedes to the Security Trust and Intercreditor Deed as "Guarantor".

**"Guarantor Accession Letter"** means an accession letter substantially in the form set out in Part B of Schedule 7 (*Accession Letters*) of the Security Trust and Intercreditor Deed.

**"Holder"** means (i) for so long as any Junior Notes or Senior Notes are represented by one or more Global Junior Notes or Global Senior Notes (as applicable), the bearer thereof which shall be the Depositary and (ii) in the event that Definitive Registered Junior Notes or Definitive Registered Senior Notes are issued, the Person in whose name a Definitive Registered Junior Note or Definitive Registered Senior Note (as applicable) is registered on the Registrar's books.

**"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 STID Secured Obligations and the security documents, each dated on or before the Issue Date that are set forth in the Indentures.

**"Issue Date"** means 19 May 2003.

**"Issuer"** means Marconi Corporation plc.

**"Junior Note Indenture"** means the indenture dated 19 May 2003 granted by the Issuer and the Guarantors to JPMorgan Chase Bank pursuant to which the Junior Notes are issued.

**"Junior Note Trustee"** means JPMorgan Chase Bank.

**"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.

**"Mortgaged Property"** means:

- (a) the leasehold property known as land and buildings on the South East side of Carr Lane, Chorley and registered at HM Land Registry under title number LA114301;
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

**"New Bonding Facility Agent"** means HSBC Bank plc.

**"New Bonding Facility Agreement"** means the committed revolving bonding facility agreement dated 27 March 2003 between, amongst others, the New Bonding Facility Agent, the New Bonding Facility Banks, Marconi Corporation plc, Marconi Bonding Limited for the issuance of bonds, guarantees, letters of credit, indemnities and similar instruments.

**"New Bonding Facility Banks"** means HSBC Bank plc, JP Morgan Chase Bank and Barclays Bank PLC (together with any person who accedes to the Security Trust and Intercreditor Deed as a "New Bonding Facility Bank").

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

**"Obligor"** means each of the Issuer and the Guarantors.

**"Paying Agent"** means The Bank of New York.

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

**"Receiver"** means a receiver or manager or administrative receiver of the whole or any part of the Mortgaged Property.

**"Registrar"** means any person appointed by the Issuer to maintain an office or agency where the Definitive Registered Junior Notes or the Definitive Registered Senior Notes

may be presented for transfer, exchange or payment under the relevant Indenture, which initially shall be The Bank of New York.

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

- (a) the proceeds of sale of 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.

**"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 Guarantees of the Senior Notes, the Guarantee of the Junior Notes and the Composite Guarantee (each as defined in the Indentures), 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.

**"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.

**"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 STID Secured 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 STID Secured 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 and made between, amongst others, the Issuer, the Security Trustee, the Guarantors, the Senior Note Trustee, the Junior Note Trustee, the New

Bonding Facility Agent, the Escrow Bank, the Depositary, the Paying Agent, the Registrar and the New Bonding Facility Banks.

**"Senior Note Indenture"** means the indenture dated 19 May 2003 made by the Issuer and the Guarantors to Law Debenture Trust Company of New York pursuant to which the Senior Notes are issued.

**"Senior Note Trustee"** means Law Debenture Trust Company of New York.

**"Senior Notes"** means the US dollar denominated Guaranteed Senior Secured Notes due 2008 issued or to be issued by the Issuer.

**"STID Secured 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).

**"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).

**"Tax"** and **"Taxes"** means any tax, duty, levy, impost, assessment or other governmental charge of whatever nature (including penalties, interest and other liabilities related thereto).

**"Taxing Authority"** means any government or political sub-division or territory or possession of any government or any authority or agency therein or thereof having power to impose a Tax.

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

**"US Security Documents"** means:

- (1) the share pledge agreement relating to shares in Marconi Communications, Inc. between FS Holdings Corp. as pledgor and the Security Trustee as pledgee;
- (2) share pledge agreement between Marconi Communications, Inc. as pledgor and the Security Trustee as pledgee, relating to the shares in:

Marconi Communications Technology, Inc.;  
Marconi Communications Federal, Inc.;  
Marconi Acquisition Corp.;  
Marconi Communications, C.A., Inc.;  
Gnome, Inc.;  
Nemesys Holding Company;  
ALANTEC International, Inc. (California);  
Custom Telecom Contractors, Inc. (Missouri);  
Marconi Networks Worldwide, Inc.;  
Marconi Intellectual Property (Ringfence) Inc;  
Sphere Communications, Inc.; and

Inviscid Networks, Inc.

- (3) security agreement to be entered into by Marconi Intellectual Property (Ringfence) Inc.;
- (4) indemnity leasehold deed to secure debt, assignment of leases and rents, security agreement, financing statement and fixture filing over property located at 104 Wiley Road, LaGrange, Georgia 30240 between the Issuer and the Security Trustee effective as of the 19th of May, 2003, together with two UCC fixture filings relating thereto;
- (5) leasehold mortgage, assignment of leases and rents, security agreement, financing statement and fixture filing over 4350 Weaver Parkway, Warrenville, Illinois 60555 between the Issuer and the Security Trustee

effective as of the 19th of May, 2003, together with two UCC fixture filings relating thereto;

- (6) deed of trust, assignment of leases, security agreement, financing statement and fixture filing over property located at 956 North Broadway Extended, Greenville, Mississippi 38702 between the Issuer and the Security Trustee effective as of the 19th of May, 2003, together with a UCC fixture filing relating thereto;
- (7) assignment of rents related to the property located at 956 North Broadway Extended, Greenville, Mississippi 38702 between the Issuer and the Security Trustee effective as of the 19th of May, 2003;
- (8) deed of trust, assignment of leases and rents, security agreement, financing statement and fixture filing over property located at Evergood, 32 S Welcome Center Blvd, Welcome, North Carolina 27374 between the Issuer and the Security Trustee effective as of the 19th of May, 2003, together with a UCC fixture filing relating thereto;
- (9) open-end mortgage (leasehold), assignment of leases and rents, security agreement, financing statement and fixture filing over property located at Taylor Woods Industrial Park, Phase 3, North Ridgeville, Ohio 44039 between the Issuer and the Security Trustee effective as of the 19th of May, 2003, together with a UCC fixture filing relating thereto;
- (10) second open-end mortgage, assignment of leases and rents and security agreement over property located at 1000 Marconi Drive, Warrendale, Pennsylvania 15086 between the Issuer and the Security Trustee effective as of the 19th of May, 2003, together with a UCC fixture filing relating thereto;
- (11) deed of trust, assignment of leases, security agreement, financing statement and fixture filing over property located at 8065 Freeport Parkway, Irving, Texas 75080 between the Issuer and the Security Trustee effective as of the 19th of May, 2003, together with a UCC fixture filing relating thereto;
- (12) assignment of rents related to the property located at 8065 Freeport Parkway, Irving, Texas between the Issuer and the Security Trustee effective as of the 19th of May, 2003;
- (13) the security agreement between Marconi Communications, Inc. as grantor and the Security Trustee, as secured party (general security agreement under UCC Article 9);
- (14) the security agreement between Marconi Networks Worldwide, Inc., as grantor and the Security Trustee, as secured party (general security agreement under UCC Article 9);

- (15) the security agreement between Marconi Communications Technology, Inc., as grantor and the Security Trustee, as secured party (general security agreement under UCC Article 9);
- (16) the security agreement between Marconi Communications Federal, Inc., as grantor and the Security Trustee, as secured party (general security agreement under UCC Article 9);
- (17) the security agreement between Marconi Acquisition Corp., as grantor and the Security Trustee, as secured party (general security agreement under UCC Article 9);
- (18) the share pledge agreement relating to shares in Marconi Inc. between Regents Place, Inc. as pledgor and the Security Trustee as pledgee;
- (19) the share pledge agreement relating to shares in Marconi Online Systems Inc., between Marconi Holdings, LLC as pledgor and the Security Trustee as pledgee;
- (20) the share pledge agreement relating to membership interest in Marconi Holdings, LLC, between Marconi Communications North America Inc. as pledgor and the Security Trustee as pledgee;
- (21) the share pledge agreement between Marconi Inc. as pledgor and the Security Trustee as pledgee relating to shares in the following companies:

Marconi HCIS Inc.;  
 Marconi Systems Inc.;  
 Marconi Capital Inc.;  
 Marconi Electronic Systems Holdings Inc.;  
 Greensboro Associates Inc.;  
 Refac Marketing Services Inc. (Pennsylvania);  
 LMF Holdings Incorporated;  
 Marconi Communications Radio Systems Inc.;  
 NI Holdings Incorporated;  
 Marconi Communications North America Inc.;  
 Marconi Intellectual Property (US) Inc.; and  
 Thrucomm, Inc.

- (22) the share pledge agreement relating to shares in FS Holdings Corp. between FS Finance Corp. as pledgor and the Security Trustee as pledgee;
- (23) the share pledge agreement relating to shares in Marconi Software International, Inc., between Marconi Corporation plc as pledgor and the Security Trustee as pledgee;

- (24) the share pledge agreement relating to shares in Metapath Software International (US), Inc. between Metapath Software International, Inc. as pledgor and the Security Trustee as pledgee;
- (25) the share pledge agreement relating to shares in Metapath Software International, Inc. between Marconi Software International, Inc. as pledgor and the Security Trustee as pledgee;
- (26) the share pledge agreement relating to shares in FS Finance Corp. between Marconi Communications North America Inc. as pledgor and the Security Trustee as pledgee;
- (27) the security agreement between FS Holdings Corp., as pledgor, and the Security Trustee as secured party (general security agreement under UCC Article 9);
- (28) the security agreement between Marconi Inc., as pledgor, and the Security Trustee as secured party (general security agreement under UCC Article 9);
- (29) the security agreement between Marconi Holdings, LLC, as pledgor, and the Security Trustee as secured party (general security agreement under UCC Article 9);
- (30) the security agreement between Marconi Communications North America Inc., as pledgor, and the Security Trustee as secured party (general security agreement under UCC Article 9);
- (31) the security agreement between FS Finance Corp., as pledgor, and the Security Trustee as secured party (general security agreement under UCC Article 9);
- (32) the security agreement between Marconi Software International, Inc., as pledgor, and the Security Trustee as secured party (general security agreement under UCC Article 9);
- (33) the security agreement between Metapath Software International (US), Inc., as pledgor, and the Security Trustee as secured party (general security agreement under UCC Article 9);
- (34) the security agreement between Metapath Software International, Inc., as pledgor, and the Security Trustee as secured party (general security agreement under UCC Article 9);
- (35) security agreement to be entered into by Marconi Intellectual Property (US) Inc., as pledgor, and the Security Trustee, as secured party;
- (36) the share pledge agreement between Bruton Street Overseas Investment Limited, as pledgor, and the Security Trustee, as pledgee, relating to share in FS Holdings Corp.;

- (37) the security agreement between Regents Place, Inc., as pledgor, and the Security trustee, as secured party; and
- (38) the share pledge agreement between Marconi (DGP1) Limited, Marconi (DGP2) Limited and the Security Trustee, relating to shares in Regents Place, Inc.

**2.2 Terms defined elsewhere**

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Security Trust and Intercreditor Deed.

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 MORTGAGE DATED THE 19th MAY 2003 AND CREATED BY MARCONI COMMUNICATIONS INTERNATIONAL HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE LAW DEBENTURE TRUST CORPORATION PLC (THE SECURITY TRUSTEE) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd MAY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —