

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re MARCONI, plc, Securities Litigation

Civil Action No. 2:01-CV-1259

**NOTICE OF PENDENCY OF CLASS ACTION, HEARING ON PROPOSED SETTLEMENT
AND ATTORNEYS' FEE PETITION AND RIGHT TO SHARE IN SETTLEMENT FUND**

TO: ALL PERSONS, REGARDLESS OF THE COUNTRY OF THEIR RESIDENCE, WHO PURCHASED THE AMERICAN DEPOSITORY RECEIPTS ("ADRs") OF MARCONI PLC ("MARCONI") ON THE NASDAQ NATIONAL MARKET DURING THE PERIOD FROM APRIL 10, 2001 THROUGH AND INCLUDING JULY 3, 2001 (THE "CLASS PERIOD"), AS WELL AS ALL PERSONS WHO WERE CITIZENS OR RESIDENTS OF THE UNITED STATES DURING THE CLASS PERIOD AND WHO PURCHASED MARCONI ORDINARY SHARES ON THE LONDON OR ANY OTHER FOREIGN STOCK EXCHANGE AT ANY TIME DURING THE CLASS PERIOD.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THIS ACTION. IF YOU ARE A CLASS MEMBER, YOU ULTIMATELY MAY BE ENTITLED TO RECEIVE BENEFITS PURSUANT TO THE PROPOSED SETTLEMENT DESCRIBED HEREIN.

CLAIMS DEADLINE: CLAIMANTS MUST SUBMIT PROOFS OF CLAIM, ON THE FORM ACCOMPANYING THIS NOTICE, POSTMARKED ON OR BEFORE FEBRUARY 2, 2004.

EXCLUSION DEADLINE: REQUESTS FOR EXCLUSION MUST BE POSTMARKED ON OR BEFORE DECEMBER 15, 2003.

SECURITIES BROKERS AND OTHER NOMINEES: PLEASE SEE INSTRUCTIONS ON PAGE 6 HEREIN.

SUMMARY OF SETTLEMENT AND RELATED MATTERS

I. Purpose of this Notice

1. This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court dated September 19, 2003. The purpose of this Notice is to inform you that this Action, and the proposed Settlement, will affect all Class Members' rights. This Notice describes rights you may have under the proposed Settlement and what steps you may take in relation to this Action. This Notice is not an expression of any opinion by the Court as to the merits of any claims or any defenses asserted by any party in this Action, or the fairness or adequacy of the proposed Settlement.

II. Statement of Plaintiff Recovery

2. Pursuant to the Settlement described herein, a Settlement Fund consisting of \$7.1 million in cash, plus interest, has been established. Plaintiff's Co-Lead Counsel estimate that there were (a) approximately 5 million Marconi ADRs traded on the NASDAQ National Market and (b) approximately 5 million Marconi ordinary shares traded on the London Stock Exchange by traders that were U.S. citizens or had U.S. addresses at the time of the transaction(s) during the Class Period which may have been damaged as a result of the alleged wrongdoing described at paragraphs 12 to 17 below. Plaintiff's Co-Lead Counsel estimate that the average recovery per damaged ADR and per damaged ordinary share under the Settlement is \$0.95 per damaged ADR and \$0.47 per damaged ordinary share before deduction of Court-awarded attorneys' fees and expenses. Depending on the number of claims submitted, when during the Class Period a Class Member purchased his or her Marconi ADRs or ordinary shares, and whether those shares were held at the end of the Class Period or sold during the Class Period, and if sold, when they were sold, an individual Class Member may receive more or less than this average amount.

3. Under the relevant securities laws, a claimant's recoverable damages are limited to the losses attributable to the alleged securities law violations. Losses which resulted from factors other than an alleged securities law violation are not recoverable from the Settlement Fund. For purposes of the Settlement herein, a Class Member's distribution from the Net Settlement Fund will be governed by the proposed Plan of Allocation described below at paragraphs 37 to 46, or such other Plan of Allocation as may be approved by the Court.

III. Statement of Potential Outcome of Case

4. The parties disagreed on both liability and damages and do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff (identified in paragraph 11 below) were to have prevailed on each claim alleged. The issues on which the parties disagree include: (a) the appropriate economic model for determining the amount by which Marconi ADRs and ordinary shares were allegedly artificially inflated (if at all) during the Class Period; (b) the amount by which Marconi ADRs and ordinary shares were allegedly artificially inflated (if at all) during the Class Period; (c) the effect of various market forces influencing the trading prices of Marconi ADRs and ordinary shares at various times during the Class Period; (d) the extent to which external factors, such as general market and industry conditions, influenced the trading prices of Marconi ADRs and ordinary shares at various times during the Class Period; (e) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the trading prices of Marconi ADRs and ordinary shares at various times during the Class Period; (f) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were omitted influenced (if at all) the trading prices of Marconi ADRs and ordinary shares at various times during the Class Period; (g) whether the statements which Lead Plaintiff alleged were false and misleading were in fact false or misleading; and (h) whether the statements made or facts allegedly omitted were material or otherwise actionable under the federal securities laws.

5. Plaintiff's Co-Lead Counsel consider that there was a substantial risk that Lead Plaintiff and the Class might not have prevailed on all their claims and that there were risks that the decline in the prices of Marconi ADRs and ordinary shares could be attributed, in whole or in part, to other factors. Further, Plaintiff's Co-Lead Counsel considered that there was a substantial risk that continued litigation could use up available assets with which Defendants might fund any judgment or settlement and that an eventual substantial judgment would not be collectable. Therefore, Lead Plaintiff and the Class could have recovered nothing or substantially less than the amount of the Settlement.

6. The Defendants deny that they engaged in any wrongdoing or are liable to the Lead Plaintiff or the Class and deny that Lead Plaintiff or the Class have suffered any damages.

IV. Statement of Attorneys' Fees and Costs Sought

7. Plaintiff's Co-Lead Counsel intend to apply for fees of up to one-third (33⅓%) of the Gross Settlement Fund, and for reimbursement of expenses incurred in connection with the prosecution of this Action in the approximate amount of \$275,000 plus interest thereon. The requested fees and expenses would amount to an average of \$0.35 per damaged ADR and \$0.175 per damaged ordinary share in total for fees and expenses. Plaintiff's Co-Lead Counsel have expended considerable time and effort in the prosecution of this litigation on a contingent fee basis, and have advanced the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund recovery as their attorneys' fees.

V. Further Information

8. Further information regarding the Action and this Notice may be obtained by contacting Plaintiff's Co-Lead Counsel: Benjamin Y. Kaufman, Esq., Milberg Weiss Bershad Hynes & Lerach LLP, One Pennsylvania Plaza, New York, New York 10119-0165, Telephone (212) 594-5300; or Sherrie A. Savett, Esq., Berger & Montague, P.C., 1622 Locust Street, Philadelphia, Pennsylvania 19103, Telephone (215) 875-3000.

VI. Reasons for the Proposed Settlement

9. The principal reason for the Settlement is the benefit to be provided to the Class now. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future, or that any more substantial judgment would ultimately not be collectable.

NOTICE OF SETTLEMENT FAIRNESS HEARING

10. NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Western District of Pennsylvania (the "Court") dated September 19, 2003, that a hearing will be held before the Honorable Gary L. Lancaster in the United States Courthouse, Seventh Avenue & Grant Street, Pittsburgh, Pennsylvania 15219, at 10:00 a.m., on January 16, 2004 (the "Settlement Fairness Hearing") to determine whether a proposed settlement (the "Settlement") of the above-captioned action (the "Action") as set forth in the Stipulation and Agreement of Settlement dated September 15, 2003 (the "Stipulation"), is fair, reasonable and adequate and to consider the proposed Plan of Allocation for the Settlement proceeds and the application of Plaintiff's Co-Lead Counsel for attorneys' fees and reimbursement of expenses.

11. The Court, by Preliminary Order In Connection With Settlement Proceedings, dated September 19, 2003, has appointed The City of Miami Fire Fighters' and Police Officers' Retirement Trust Fund as Class Representative ("Lead Plaintiff") and certified a plaintiff Class for purposes of this Settlement consisting of all persons, regardless of the country of their residence, who purchased the American Depository Receipts ("ADRs") of Marconi plc ("Marconi") on the NASDAQ National Market during the period from April 10, 2001 through and including July 3, 2001 (the "Class Period"), as well as all persons who were citizens or residents of the United States during the Class Period and who purchased Marconi ordinary shares on the London or any other foreign stock exchange at any time during the Class Period. Excluded from the Class are the Defendants, their subsidiaries and affiliates, and the immediate family members (parents, spouses, siblings, and children) of Individual Defendants Roger Hurn, George Simpson, John Mayo, and Steve Hare.

BACKGROUND OF THE LITIGATION

12. The Consolidated Amended Class Action Complaint dated December 21, 2001 filed in the Action (the "Complaint") generally alleges, among other things, that Defendants issued materially false and misleading press releases and other statements regarding Marconi's financial condition during the Class Period in a scheme to artificially inflate

the value of Marconi's securities. The Court dismissed the claims of foreign investors who purchased ordinary shares in foreign markets.

13. In the Complaint, Lead Plaintiff alleges that throughout the Class Period, Marconi plc ("Marconi") was a global communications and information technology company that supplied advanced communications solutions and key technologies and services for the Internet, specializing in developing and supplying data networking equipment and solutions to telecommunications operators and Internet service providers. Marconi's other operations included electronic and information system solutions, and capital businesses that provided funding for various investments. By early 2001, the economic slowdown, particularly with respect to information technology spending in the telecommunications sector, was well known to the market. The severity of the slowdown led many of Marconi's major competitors, including Nortel Networks, Cisco, and Alcatel, to issue earnings warnings and reduced earnings estimates. On April 10, 2001, the first day of the Class Period, in a Form 6-K filed with the SEC announcing certain changes to its board of directors and plans for a reorganization of the company's activities into three customer-oriented divisions, Marconi also announced that it expected to report profits for the year ended March 2001 that were within the range of analysts forecasts.

14. On May 10, 2001, Marconi announced that it had launched a "general syndication for a Euro 3 billion multi-currency revolving credit facility." The signing of this Euro 3 billion multi-currency revolving credit facility was announced on May 31, 2001. Given the currency exchange rate at that time, the credit facility was valued at \$2.5 billion. On May 17, 2001, Marconi filed a Form 6-K with the SEC reporting results for the year ended March 31, 2001. On June 19, 2001, Marconi's CEO, George Simpson, in an interview with the *Financial Times* (London) stated that "we have no reason to change our view of what we said a month ago." On July 4, 2001, all trading in Marconi ordinary shares on the London Stock Exchange was suspended at Marconi's request while its board met. U.S. markets were already closed for the Independence Day holiday.

15. After the close of the European markets, Marconi issued a profit warning, disclosing that, because of an unforeseen "significant falloff" in European orders, sales for the year would be fifteen percent (15%) lower than the previous year and that its operating profit before exceptional items would be down approximately fifty percent (50%) in the year ending March 31, 2002. When trading resumed on July 5, 2001, the price of Marconi ordinary shares, which during the Class Period had traded as high as £4.24 per ordinary share on May 2, 2001, dropped by over fifty percent from its closing price of £2.45 per ordinary share on July 3, 2001 to £1.12 per ordinary share at the close of trading on July 5, 2001. Similarly, Marconi ADRs dropped, on extraordinarily heavy trading volume, from a closing price of \$7.03 per ADR on July 3, 2001 to a closing price of \$5.35 per ADR on July 5, 2001.

16. Lead Plaintiff alleged that Defendants' scheme involved the material misstatement during the Class Period of Marconi's financial condition and performance, particularly concerning Marconi's prospects for growth, customer base, falloffs and cancellations in European orders, decline in sales and orders for Marconi's products and services, and under-pricing of Marconi's contracts. It was alleged that accurately reporting such financial information would have, among other things, harmed Marconi's ability to meet securities analysts' consensus revenue and earnings expectations, Marconi's common stock price (including the potential price received on the exercise of options held by the Individual Defendants, which the Individual Defendants sought to re-price because the options had exercise prices well above the market price and were therefore "out-of-the-money"), and Marconi's ability to secure strong support from the market for the syndication of a Euro 3 billion multi-currency revolving credit facility.

17. The Complaint further alleges that Lead Plaintiff and the other Class Members purchased the ordinary shares and the ADRs of Marconi during the Class Period at prices artificially inflated as a result of the Defendants' dissemination of materially false and misleading statements regarding Marconi in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder.

BACKGROUND TO THE SETTLEMENT

18. The Defendants (as defined below) have denied all averments of wrongdoing or liability in the Action and all other accusations of wrongdoing or violations of law. Defendants also deny that any damages are recoverable or that any member of the Class may recover any portion of their losses from purchasing Marconi ADRs or ordinary shares in the Class Period. The Stipulation is not and shall not be construed or be deemed to be evidence or an admission or a concession on the part of any of the Defendants of any fault or liability or damages whatsoever, and Defendants do not concede any infirmity in the defenses which they have asserted or intended to assert in the Action.

19. Prior to entering into the Stipulation, Plaintiff's Co-Lead Counsel conducted an investigation relating to the events and transactions underlying Lead Plaintiff's claims and conducted pretrial discovery, including analysis of thousands of pages of documents produced by Defendants, depositions of three of the Individual Defendants and a senior Marconi executive and a mediation process involving the exchange of statements and rebuttals and actual meetings before a mediator over a two-day period. Plaintiff's Co-Lead Counsel's decision to enter into this Settlement was made with knowledge of the facts and circumstances underlying Lead Plaintiff's claims and the strengths and weaknesses of those claims. In determining to settle the Action, they have evaluated the pre-trial investigation and discovery taken in the Action and taken into account the substantial expense and length of time necessary to prosecute the Action through trial, post-trial motions, and likely appeals, taking into consideration the significant uncertainties in predicting the outcome of this complex litigation. Plaintiff's Co-Lead Counsel believe that the Settlement described herein confers very substantial benefits upon the Class. Based upon their consideration of all of these factors, Lead Plaintiff and their counsel have concluded that it is in the best interest of Lead Plaintiff and the Class to settle the Action on the terms described herein.

20. Lead Plaintiff recognized the uncertainty and the risk of the outcome of any litigation, especially complex litigation such as this, and the difficulties and risks inherent in the trial of such an action. Lead Plaintiff desired to settle the claims of the Class against Defendants on the terms and conditions described herein which provide substantial benefits to the Class. Plaintiff's Co-Lead Counsel deem such settlement to be fair, reasonable and adequate, and in the best interests of the members of the Class.

21. The Defendants, while continuing to deny all allegations of wrongdoing or liability whatsoever, desired to settle and terminate all existing or potential claims against them, without in any way acknowledging any fault or liability.

22. The amount of damages, if any, that Lead Plaintiff could prove was also a matter of serious dispute, and the Settlement's use of a Recognized Claim formula for distributing the Settlement proceeds does not constitute a finding, admission or concession that provable damages could be measured by the Recognized Claim formula. No determination has been made by the Court as to liability or the amount, if any, of damages suffered by the Class, nor on the proper measure of any such damages. The determination of damages, like the determination of liability, is a complicated and uncertain process, typically involving conflicting expert opinions. During the course of the Action, Defendants, in addition to denying any liability, disputed that Lead Plaintiff and the Class were damaged by any wrongful conduct on the part of Defendants. The Settlement herein provides an immediate and substantial cash benefit and avoids the risks that liability or damages might not have been proven at trial.

23. The Court has not determined the merits of the Lead Plaintiff's claims or the defenses thereto. This Notice does not imply that there has been or would be any finding of violation of the law or that recovery could be had in any amount if the Action were not settled.

Impact of Restructuring of Marconi plc in the United Kingdom

24. One of the major risks of continued litigation faced by Lead Plaintiff relates to the financial condition of Marconi. Since the end of the Class Period, Marconi has been adversely affected by continued deterioration of conditions in the telecommunications industry and

related markets. This posed a risk that even if Lead Plaintiff was successful in obtaining a judgment on behalf of the Class, any such judgment would be uncollectable.

25. Indeed, as a result of Marconi's financial difficulties, its advisers proposed that its financial obligations and those of its principal subsidiary, Marconi Corporation plc, be restructured in proposed "schemes of arrangement" initiated in the United Kingdom (the "Financial Restructuring Plan"). The Financial Restructuring Plan and the related judicial proceedings are comparable to reorganization proceedings that could be brought by domestic corporations under the United States Bankruptcy Code. As a result of the completion of the proposed Financial Restructuring Plan, approved creditor claims have been compromised in exchange for a substantially reduced amount of cash, newly issued notes and shares of a new stock issue. Marconi's Financial Restructuring Plan became effective on May 19, 2003. Additional information on the Financial Restructuring Plan may be found on Marconi's website: <http://www.marconi.com/html/investors/financialrestructuring.htm>.

26. There is considerable uncertainty whether United Kingdom law or the terms of the Financial Restructuring Plan permit claims, such as those brought in the Action under the Securities Laws of the United States, to be asserted by Class Members as creditors on either an individual or class-wide basis. Nevertheless, as a precautionary move to protect the rights, if any, of Class Members under the Financial Restructuring Plan, Plaintiff's Co-Lead Counsel retained counsel in the United Kingdom, and Lead Plaintiff filed a claim form on behalf of the Class, as a creditor of Marconi in connection with the Marconi Financial Restructuring Plan.

27. The Marconi Financial Restructuring Plan binds all "scheme creditors" (a term defined in the Financial Restructuring Plan documents) and the claims of all Marconi's creditors, including any claim by the Class against Marconi arising out of the allegations in this Action, have been compromised within the Financial Restructuring Plan unless a claim falls within the definition of an "Excluded Claim." Among other things, this means that the Class is precluded from taking any action against Marconi outside the terms of the Financial Restructuring Plan.

Effects of the Financial Restructuring Plan on the Settlement

28. If the proposed Settlement is approved by the Court, the Settlement Fund of \$7.1 million, plus notice and administration costs of up to \$75,000, is expected to be paid out of insurance proceeds and not out of Marconi's assets. Therefore, it is expected that the Class' claim as a creditor of Marconi will be excluded from sharing in any cash, notes, stock or other assets to be distributed under the Financial Restructuring Plan. As a practical matter this means that if the Settlement is approved, the Financial Restructuring Plan is expected to have no effect on the proposed Settlement.

29. However, if the proposed Settlement is not approved by the Court, then the Class Members' claims against Marconi in the Action (as opposed to the claims against the Individual Defendants) would be governed by the Financial Restructuring Plan. The Supervisors of the Financial Restructuring Plan have made it clear in documents filed in connection with the Financial Restructuring Plan that the Class' claims as a creditor of Marconi are in dispute. Thus if the Settlement is not approved, there can be no assurance that the Class would recover any amount at all from the Financial Restructuring Plan or that any distribution of cash, notes, or stock to the Class from the Financial Restructuring would come close to or exceed the \$7.175 million provided under the proposed Settlement.

TERMS OF THE SETTLEMENT

30. In full and complete settlement of the Settled Claims (as defined below), and subject to the terms and conditions of the Stipulation, Defendants have paid or caused to be paid \$7.1 million (the "Cash Settlement Amount") into escrow for the benefit of the Class, which has been earning interest for the benefit of the Class since June 13, 2003. Defendants have also agreed to pay up to \$75,000 toward the cost of giving Notice of the Settlement to the Class.

31. Pursuant to the Settlement, and on the Effective Date, Lead Plaintiff and all other members of the Class on behalf of themselves,

their heirs, executors, administrators, successors and assigns shall release and forever discharge, and shall forever be enjoined from prosecuting, the Released Parties (defined below) with respect to each and every Settled Claim (defined below).

32. The "Defendants" include the following, each of whom will be released from all Settled Claims: Marconi plc ("Marconi"); Roger Hurn (Chairman of the Board of Marconi during the Class Period); George Simpson (Chief Executive Officer of Marconi and a member of its Board of Directors during the Class Period); John Mayo (Finance Director of Marconi and Deputy Chief Executive and a member of its Board during the Class Period); and Steve Hare (Chief Financial Officer of Marconi during the Class Period). In addition, the Settlement will release all Class Members' Settled Claims against any and all of the Defendants, their past or present subsidiaries, affiliates, parents, successors and predecessors, officers, directors, agents, employees, attorneys, auditors, financial advisors, accountants and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, successors in interest or assigns of the Defendants (collectively, the "Released Parties").

33. "Settled Claims" means any and all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, including both known claims and unknown claims: (i) that have been asserted in this Action by the Class Members or any of them against any of the Released Parties; or (ii) that could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and relate to the purchase of ADRs or ordinary shares of Marconi plc during the Class Period.

34. If the Settlement is approved by the Court, all Settled Claims will be dismissed on the merits and with prejudice as to all Class Members and all Class Members shall be forever barred from prosecuting a class action or any other action raising any Settled Claims against any Released Party.

35. The Settlement will become effective at such time as an Order entered by the Court approving the Settlement shall become final and not subject to appeal (the "Effective Date").

COVENANT NOT TO SUE

36. The Settlement further provides that, upon the Effective Date of this Settlement, Lead Plaintiff and all Class Members on behalf of themselves, their heirs, executors, administrators, successors and assigns, shall covenant not to assert against any of the Released Parties any claim or action derivatively on behalf of Marconi which arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and relate to the purchase of ADRs or ordinary shares of Marconi during the Class Period, and shall be barred and enjoined from commencing, instituting or prosecuting any such derivative claim.

PLAN OF ALLOCATION OF SETTLEMENT PROCEEDS AMONG CLASS MEMBERS

37. The \$7.1 million Cash Settlement Amount and the interest earned thereon shall be the Gross Settlement Fund. The Gross Settlement Fund, less all taxes, approved costs, fees and expenses (the "Net Settlement Fund") shall be distributed to members of the Class who submit acceptable Proofs of Claim ("Authorized Claimants"). The Net Settlement Fund shall be allocated among the Authorized Claimants in accordance with this "Plan of Allocation." The Plan of Allocation is based upon Plaintiff's Co-Lead Counsel's assessment of the merits and the relative strengths and weaknesses, including recoverable

damages, of the claims of the members of the Class, and the fact that each Marconi ADR that traded on the NASDAQ represented two (2) Marconi ordinary shares that traded in London and other European exchanges. All currency figures set out in this Plan of Allocation are in United States dollars.

38. This Plan of Allocation reflects the proposition that the prices of Marconi ADRs and ordinary shares were inflated by reason of the allegedly false and misleading statements made by Defendants during the Class Period until after the close of trading on July 3, 2001 when, upon the revelations made by Marconi, the price of Marconi's ADRs and ordinary shares declined precipitously, allegedly reflecting the elimination of the artificial inflation that the Defendants' misrepresentations allegedly caused. On July 3, 2001 Marconi's ADRs closed at \$7.03. On July 5, 2001 following Marconi's announcement, the ADRs closed at \$3.35, a \$3.68 drop. Marconi's ordinary shares dropped approximately \$1.84 in the same period. This does not mean that if the case were to proceed to trial, and Lead Plaintiff were to recover on all of its claims, that Class Members could be expected to recover \$3.68 per ADR (or its ordinary share equivalent of \$1.84 per share).

39. Each Authorized Claimant shall receive, on a pro rata basis, that share of the Net Settlement Fund that the Authorized Claimant's Recognized Claim (as defined below) bears to the total Recognized Claims of all Authorized Claimants, subject to the further provisions of this Plan of Allocation set forth below.

40. An Authorized Claimant's Recognized Claim ("Recognized Claim") shall be determined as follows:

a. For shares of Marconi's ADRs or ordinary shares purchased between April 10, 2001 and July 3, 2001, inclusive, and sold at a loss on or prior to July 3, 2001, Recognized Claim shall be computed **the lesser of: (x)** sixteen cents (\$0.16) per ADR or eight cents (\$0.08) per ordinary share; **or (y)** 5%¹ of the difference, if a loss, between the purchase price paid (including commissions, etc.) and the sales proceeds received (net of commissions, etc.).

b. For shares of Marconi's ADRs or ordinary shares purchased between April 10, 2001 and July 3, 2001, inclusive, and held after the close of business on July 3, 2001, Recognized Claim shall be **the lesser of: (x)** \$3.68 per ADR and \$1.84 per ordinary share, respectively; **or (y)** the purchase price (including commissions, etc.) less \$3.35 per ADR or \$1.68 per ordinary share, the approximate values of the securities as of the close of trading on July 5, 2001.

41. Purchases will be matched against sales on a First-In, First-Out basis, matching sales first against any securities held before the Class Period. Transactions resulting in a gain shall not be included. The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement date."

42. No Recognized Claim will be computed for any transactions in Marconi's ADRs or ordinary shares engaged in by market makers in Marconi's ADRs or ordinary shares or options.

43. In the interest of economy, no payment shall be made to any Authorized Claimant whose Payable Claim would be less than \$10 based on the initial allocation of the Net Settlement Fund to Authorized Claimants.

44. The receipt or grant of a gift of Marconi's ADRs or ordinary shares during the Class Period shall not be deemed to be a purchase of Marconi's ADRs or ordinary shares during the Class Period. However, the recipient of Marconi's ADRs or ordinary shares as a gift or as a distribution from an estate shall be eligible to file a Proof of Claim and Release form and participate in the Settlement to the extent the particular donor or decedent as the actual purchaser of Marconi's ADRs or ordinary shares would have been eligible, based upon the circumstances of such purchase within the Class Period; however, the donee and donor may not both claim with regard to the same Marconi's ADRs or ordinary shares. If both the donor and donee make such a claim, only the claim filed by the donee will be honored.

¹This substantial discount reflects the difficulty a Class Member would face proving that any loss on their transaction was caused by Defendants alleged misstatements when the statements were essentially unchanged at the time of both the purchase and the sale.

45. Payments will be distributed to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distribution drafts or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall, if administratively feasible, be re-distributed to Class Members who have cashed their distributions and who would receive at least \$10.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. If after six months after such re-distribution any funds shall remain in the Net Settlement Fund, then such one-half of such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Plaintiff's Co-Lead Counsel and the other half shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Defendants' Counsel.

46. Nothing in this Plan of Allocation shall constitute or be deemed an admission by any of the Defendants that there is liability or damage of any kind or that the dollar amounts set forth in this Plan of Allocation reflect actual or potential damages to the Class.

THE RIGHTS OF CLASS MEMBERS

47. The Court has certified this Action to proceed as a class action. If you purchased the American Depository Receipts ("ADRs") of Marconi plc ("Marconi") on the NASDAQ National Market during the period from April 10, 2001 through and including July 3, 2001 (the "Class Period"), or if you were a citizen or resident of the United States during the Class Period and purchased Marconi ordinary shares on the London or any other foreign stock exchange at any time during the Class Period, and you are not excluded by the definition of the Class and do not elect to exclude yourself, then you are a Class Member. Class Members have the following options pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure:

(a) If you wish to remain a Class Member, you may share in the proceeds of the Settlement, provided that you submit an acceptable Proof of Claim. Class Members will be represented by the Lead Plaintiff and their counsel, unless you enter an appearance through counsel of your own choice, at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file an appearance on your behalf on or before December 15, 2003, and must serve copies of such appearance on the attorneys listed in paragraph 55 below.

(b) If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in paragraph 53 below. Persons who exclude themselves from the Class will **NOT** receive any share of the Settlement proceeds and will not be bound by the Settlement.

(c) If you object to the Settlement or any of its terms, or to Plaintiff's Co-Lead Counsel's application for fees and expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in paragraph 55 below.

SUBMISSION AND PROCESSING OF PROOFS OF CLAIM

48. In order to be eligible to receive any distribution from the Net Settlement Fund, you must complete and sign the accompanying Proof of Claim and Release form and send it by first-class mail post-marked on or before February 2, 2004, addressed as follows:

Marconi plc Securities Litigation
c/o Heffler, Radetich & Saitta L.L.P.
Claims Administrator
P.O. Box 130
Philadelphia, PA 19105-0130

49. If you do not submit a proper Proof of Claim form, you will not be entitled to any share of the Settlement Fund.

50. If you are a Class Member and you do not properly exclude yourself from the Class, you will be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action, even if you do not submit a Proof of Claim. If you exclude yourself from the Class, you will not be bound by the judgment but you will not be entitled to any share of the Net Settlement Fund.

51. All Proofs of Claim must be submitted by the date specified in this Notice unless such period is extended by Order of the Court.

52. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Western District of Pennsylvania with respect to his, her or its Proof of Claim. The Court has reserved jurisdiction to allow, disallow, or adjust any claim on equitable grounds.

EXCLUSION FROM THE CLASS

53. Each Class Member shall be bound by all determinations and judgments in this Action concerning the Settlement, whether favorable or unfavorable, unless such person shall mail, by first-class mail, a written request for exclusion from the Class, postmarked no later than December 15, 2003, addressed to Marconi plc Securities Litigation Exclusions, c/o Heffler, Radetich & Saitta L.L.P., Claims Administrator, P.O. Box 130, Philadelphia, PA 19105-0130. No person may exclude himself from the Class after that date. In order to be valid, each such request for exclusion must set forth the name and address of the person or entity requesting exclusion, must state that such person or entity "requests exclusion from the Class in the Marconi plc Securities Litigation, Civil Action No. 2:01-CV-1259" and must be signed by such person or entity. Persons and entities requesting exclusion are requested to also provide the following information: their telephone number and the date(s), price(s), and number(s) of ADRs and ordinary shares of all purchases and sales of Marconi ADRs on the NASDAQ National Market and, with respect to citizens of the United States of America and persons with U.S. addresses at the time of their transaction(s) during the Class Period, all purchases and sales of Marconi ordinary shares on the London or other foreign stock exchange during the Class Period. The request for exclusion shall not be effective unless the request for exclusion provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

SETTLEMENT FAIRNESS HEARING

54. At the Settlement Fairness Hearing, the Court will determine whether to finally approve this Settlement and dismiss the Action and the claims of the Class Members. The Court will also determine whether the Plan of Allocation for the Settlement proceeds is fair and reasonable. The Settlement Fairness Hearing may be adjourned from time to time by the Court without further written notice to the Class. If you intend to attend the Settlement Fairness Hearing, you should confirm the date and time with Plaintiff's Co-Lead Counsel. If the Settlement is approved, the Court will also consider the application of Plaintiff's Co-Lead Counsel for attorneys' fees.

55. At the Settlement Fairness Hearing, any Class Member who has not properly submitted a request for exclusion from the Class may appear in person or by counsel and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness and adequacy of the Settlement, the Plan of Allocation, or the application for an award of attorneys' fees and reimbursement of expenses, provided, however, that in no event shall any person be heard in opposition to the Settlement, the Plan of Allocation, or Plaintiff's Co-Lead Counsel's application for attorneys' fees and expenses and in no event shall any paper or brief submitted by any such person be accepted or considered by the Court, unless, on or before December 15, 2003, such person: (a) files with the Clerk of the Court notice of such person's intention to appear, showing proof of such person's membership in the Class, and providing a statement that indicates the

basis for such opposition, along with any documentation in support of such objection, and (b) simultaneously serves copies of such notice, proof, statement and documentation, together with copies of any other papers or briefs such person files with the Court, in person or by mail upon Plaintiff's Co-Lead Counsel:

Benjamin Y. Kaufman, Esq.
MLBERG WEISS BERSHAD
HYNES & LERACH LLP
One Pennsylvania Plaza
New York, NY 10119-0165
(212) 594-5300

Sherrie A. Savett, Esq.
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103
(215) 875-3000

and upon Defendants' Counsel:

Thomas R. Johnson, Esq.
KIRKPATRICK & LOCKHART LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222-2312

Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or counsel's application for an award of attorneys' fees and expenses and desire to present evidence at the Settlement Fairness Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

ATTORNEYS' FEES AND DISBURSEMENTS

56. At the Settlement Fairness Hearing or at such other time as the Court may direct, Plaintiff's Co-Lead Counsel intend to apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not greater than one-third (33⅓%) of the Gross Settlement Fund and for reimbursement of their expenses up to a maximum amount of \$275,000, plus interest at the same rate as earned by the Settlement Fund. Plaintiff's Co-Lead Counsel, without further notice to the Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the Class Members and any proceedings subsequent to the Settlement Fairness Hearing.

FURTHER INFORMATION

57. For a more detailed statement of the matters involved in this Action, reference is made to the pleadings, to the Stipulation, to the Orders entered by the Court and to the other papers filed in the

Action, which may be inspected at the Office of the Clerk of the United States District Court for the Western District of Pennsylvania, United States Courthouse, Seventh Avenue & Grant Street, Pittsburgh, Pennsylvania 15219, during regular business hours.

58. ALL INQUIRIES CONCERNING THIS NOTICE OR THE PROOF OF CLAIM FORM BY CLASS MEMBERS SHOULD BE MADE TO THE CLAIMS ADMINISTRATOR IN WRITING AT THE ADDRESS INDICATED BELOW.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

59. If you purchased the American Depository Receipts ("ADRs") of Marconi plc ("Marconi") on the NASDAQ National Market for the beneficial interest of a person or organization other than yourself at any time during the period from April 10, 2001 through and including July 3, 2001 ("Class Period") or if you purchased Marconi ordinary shares on the London or any other foreign stock exchange for the beneficial interest of a person or organization other than yourself who or which was a citizen of the United States of America or had a U.S. residence addresses any time during the Class Period, the Court has directed that, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either: (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such securities during such time period; or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven (7) days mail the Notice and Proof of Claim form directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you are to send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Marconi plc Securities Litigation
c/o Heffler, Radetich & Saitta L.L.P.
Claims Administrator
P.O. Box 130
Philadelphia, PA 19105-0130
(800) 528-7199

Dated: Pittsburgh, Pennsylvania
October 17, 2003

By Order of the Court
CLERK OF THE COURT

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re MARCONI, plc, Securities Litigation

Civil Action No. 2:01-CV-1259

PROOF OF CLAIM AND RELEASE

DEADLINE FOR SUBMISSION: FEBRUARY 2, 2004.

IF YOU PURCHASED THE AMERICAN DEPOSITORY RECEIPTS (“ADRS”) OF MARCONI PLC (“MARCONI”) ON THE NASDAQ NATIONAL MARKET DURING THE PERIOD FROM APRIL 10, 2001 THROUGH AND INCLUDING JULY 3, 2001 (THE “CLASS PERIOD”), AND/OR IF YOU WERE A CITIZEN OR RESIDENT OF THE UNITED STATES DURING THE CLASS PERIOD AND PURCHASED MARCONI ORDINARY SHARES ON THE LONDON OR ANY OTHER FOREIGN STOCK EXCHANGE AT ANY TIME DURING THE CLASS PERIOD, AND IF YOU ARE NOT EXCLUDED FROM THE CLASS, THEN YOU ARE A “CLASS MEMBER” AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

EXCLUDED FROM THE CLASS ARE THE DEFENDANTS, THEIR SUBSIDIARIES AND AFFILIATES, AND THE IMMEDIATE FAMILY MEMBERS (PARENTS, SPOUSES, SIBLINGS, AND CHILDREN) OF INDIVIDUAL DEFENDANTS ROGER HURN, GEORGE SIMPSON, JOHN MAYO, AND STEVE HARE.

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN FEBRUARY 2, 2004 TO THE FOLLOWING ADDRESS:

MARCONI PLC SECURITIES LITIGATION
C/O HEFFLER, RADETICH & SAIITA L.L.P.
CLAIMS ADMINISTRATOR
P.O. BOX 130
PHILADELPHIA, PA 19105-0130

YOUR FAILURE TO SUBMIT YOUR CLAIM BY FEBRUARY 2, 2004 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

1. I: (1) purchased the American Depository Receipts (“ADRs”) of Marconi plc (“Marconi”) on the NASDAQ National Market during the period from April 10, 2001 through and including July 3, 2001 (the “Class Period”); and/or (2) was a citizen or resident of the United States during the Class Period and purchased the ordinary shares of Marconi on the London or other foreign stock exchange during the Class Period. **(Do not submit this Proof of Claim (a) if you did not purchase Marconi ADRs during this period, and (b) if you were not a U.S. citizen or resident at the time you purchased Marconi ordinary shares during this period).**

2. By submitting this Proof of Claim, I state that I believe in good faith that I am a Class Member as defined above and in the Notice of Pendency of Class Action, Hearing on Proposed Settlement and Attorneys’ Fee Petition and Right to Share in Settlement Fund (the “Notice”), or am acting for such person; that I am not a Defendant in the Action or anyone excluded from the Class; that I have read and understand the Notice; that I believe that I am entitled to receive a share of the Net Settlement Fund; that I elect to participate in the proposed Settlement described in the Notice; and that I have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Class Member (e.g., as an executor, administrator, trustee, or other representative), you must submit evidence of your **current** authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)

3. I have set forth where requested below all relevant information with respect to each purchase of Marconi ordinary shares and ADRs during the Class Period, and each sale, if any, of such securities, as well as the number of shares and/or ADRs I owned at the beginning and end of the Class Period. I agree to furnish additional information (including transactions in other Marconi securities) to the Claims Administrator to support this claim if requested to do so.

4. I have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, relevant portions of my tax returns or other documents evidencing each purchase, sale or retention of Marconi ordinary shares and ADRs listed below in support of my claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)

5. I understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim. In some cases the Claims Administrator may conditionally accept the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives of the subject securities such as options.)

6. Upon the occurrence of the Effective Date (as defined in the Notice) my signature hereto will constitute a full and complete release, remise and discharge by me or, if I am submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by my, its, his, her or their heirs, executors, administrators, successors, and assigns of each of the "Released Parties" of all "Settled Claims," as defined in the Notice.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form accompanied by a paper listing of all their transactions whether or not they also submit electronic copies. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written paper acknowledgment of receipt and acceptance of electronically submitted data. If you do want to submit data electronically, please contact the Claims Administrator for the proper format.

FOR MARCONI ORDINARY SHARES:

12. At the close of business on April 9, 2001, I owned _____ Marconi ordinary shares.

13. I made the following purchases of Marconi ordinary shares on the London or other foreign stock exchange during the period from April 10, 2001 through and including July 3, 2001:

Date(s) of Purchase (List Chronologically) Month / Day / Year	Number of Ordinary Shares Purchased	Purchase Price Per Ordinary Share (in U.S. Dollars)	Aggregate Cost (including commissions, taxes, and fees) (in U.S. Dollars)
□□ - □□ - □□	□□□□□□	\$ □□□. □□□□	\$ □□□□□□. □□
□□ - □□ - □□	□□□□□□	\$ □□□. □□□□	\$ □□□□□□. □□
□□ - □□ - □□	□□□□□□	\$ □□□. □□□□	\$ □□□□□□. □□
□□ - □□ - □□	□□□□□□	\$ □□□. □□□□	\$ □□□□□□. □□

Total Ordinary Shares Purchased _____

Certification of Citizenship or Residence in the United States¹: I (We) certify that at the time of the purchases of Marconi ordinary shares listed in this paragraph 13, I was (we were)

citizen(s) of the United States, resident(s) of the United States.

My (our) residence address during the Class Period was (if different from #7 above):

14. I made the following sales of Marconi ordinary shares during the period from April 10, 2001 through and including July 3, 2001:

Date(s) of Sale (List Chronologically) Month / Day / Year	Number of Ordinary Shares Sold	Sale Price Per Ordinary Share (in U.S. Dollars)	Amount Received (net of commissions, taxes, fees) (in U.S. Dollars)
□□ - □□ - □□	□□□□□□	\$ □□□. □□□□	\$ □□□□□□. □□
□□ - □□ - □□	□□□□□□	\$ □□□. □□□□	\$ □□□□□□. □□
□□ - □□ - □□	□□□□□□	\$ □□□. □□□□	\$ □□□□□□. □□
□□ - □□ - □□	□□□□□□	\$ □□□. □□□□	\$ □□□□□□. □□

Total Ordinary Shares Sold _____

15. At the close of business on July 3, 2001, I still owned _____ Marconi ordinary shares. **Note:** This amount should equal the sum of Sections 12 + 13 - 14.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PLEASE PHOTOCOPY THIS PAGE, PRINT YOUR NAME AND TAXPAYER IDENTIFICATION NUMBER IN THE TOP RIGHT-HAND CORNER AND CHECK THE BOX BELOW:

I HAVE ATTACHED ADDITIONAL PAGES OF TRANSACTIONS

16. Substitute Form W-9

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your distribution may be reduced for backup withholding.

Social Security Number: □□□□ - □□ - □□□□ OR Employer Identification Number: □□□ - □□□□□□□□
(for individuals) (for estates, trusts, corporations, etc.)

¹The Claims Administrator may require proof of citizenship or residence to process your claim.

17. Certification

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding, or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are **NOT** subject to backup withholding in the certification above and check here: .

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

NOTE: If you require the Instructions for Completing Substitute Form W-9, please make a written request to us at: Maconi plc Securities Litigation, c/o Heffler Radetich & Saitta L.L.P., Claims Administrator, P.O. Box 130, Philadelphia, PA 19105-0130. Please note that your accountant should also be able to provide you with the Instructions.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign)

(Print Claimant's Name)

(Signature)

(Print Name)

(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.) (Note: you must be the **current** trustee, custodian, etc. in order to submit this Proof of Claim.)

Date: _____

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN FEBRUARY 2, 2004, AND MUST BE MAILED TO:

Marconi plc Securities Litigation
c/o Heffler, Radetich & Saitta L.L.P.
Claims Administrator
P.O. Box 130
Philadelphia, PA 19105-0130

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by February 2, 2004, and if a postmark is indicated on the envelope and it is mailed first-class mail, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

If you wish to be assured that your Proof of Claim form is actually received by the Claims Administrator, then you should send it by Certified Mail, Return Receipt Requested. No acknowledgment will be made as to the receipt of Proof of Claim forms. You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim form. Please notify the Claims Administrator of any change of address.

Marconi plc Securities Litigation
c/o Heffler, Radetich & Saitta L.L.P.
Claims Administrator
P.O. Box 130
Philadelphia, PA 19105-0130

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 2323
PHILADELPHIA, PA

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach copies of supporting documentation.
3. Do not send original or copies of stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.