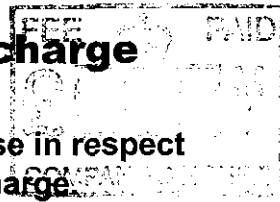


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COMPANIES FORM No. 395

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

23967/10

CHFP025

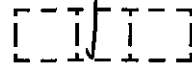
Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04431104

Name of company

* Brixx Technologies Limited (the "Chargor")

Date of creation of the charge

3 April 2003

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

A debenture between the Chargor and the Chargee (as defined below) dated March 2003 (the "Debenture")

Amount secured by the mortgage or charge

All monies , debts and liabilities from time to time due, owing or incurred by the Chargor to the Chargee (the "Secured Liabilities")

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

Henley Technology Limited (Co No 03322710) whose registered office is at Crowsley End, Crowsley Road, Shiplake, Oxfordshire (the "Chargee")

Postcode RG9 3TJ

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

Nabarro Nathanson
The Anchorage
34 Bridge Street
Reading
RG1 2LU

2270751/TEB/B3719/3

Time critical reference

For official Use
Mortgage Section



By way of continuing security in favour of the Chargee for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee hereby charges to the Chargee:
by way of fixed charge, the Property and all Rights relating to it;
by way of fixed charge, the Book Debts;
by way of fixed charge, all the Intellectual Property for the time being owned, possessed or controlled by the Chargor which is not assigned to the Chargee;
by way of first fixed charge, the Plant and Machinery;
by way of fixed charge, the Shares;
by way of fixed charge, all the goodwill and uncalled capital for the time being of the Chargor; and
by way of floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Chargor referred to above which are not, for any reason, for the time being subject to a valid mortgage, assignment or fixed charge in favour of the Chargee under the Debenture or any other Security Document).
The Chargor with full title guarantee hereby assigns absolutely to the Chargee the property set out below:

(cont'd)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Nathan Nathanson

Date

04 April 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

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

Name of Company

	Limited*
--	----------

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

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

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

all the Chargor's present and future copyright, rights in the nature of copyright, design rights and get-up and similar rights existing in any country and all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor which in each case, relates to the software and content used in the operation of its websites and e-commerce activities;

the Chargor's present and future registrations of domain names with InterNIC, Nominet UK and other bodies responsible for the registration of top and second level domain names throughout the world; the Chargor's present and future licences of software and content used in the operation of its websites and e-commerce activities; and

the Chargor's present and future copyright in the object code and source code of any software and content used in the operation of its websites and e-commerce activities and the benefit of any escrow agreements relating to that code.

"Book Debts" means: all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor and, the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets);

"Intellectual Property" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents; domain name registrations, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including rights in computer software); all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor and relating to its business, which is not in the public domain; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing;

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other moveable assets (other than fixtures) of any kind and in any place which are the property of the Chargor at the date of the Debenture or which become the property of the Chargor after the date of the Debenture;

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all fixtures (other than tenant's fixtures) on such property) which are the property of the Chargor at the date of the Debenture or which become the property of the Chargor after the date of the Debenture, all proceeds of sale derived from that property and the benefit of all covenants to which the Chargor is entitled in respect of that property;

"Rights" means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right relating to any Property (or an agreement for any of them) together with all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right relating to any Property (or an agreement for any of them);

(cont'd)

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

Name of Company

	Limited*
--	----------

* delete if
inappropriate

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

--

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

Please do not
write in this
binding margin

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

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

"Security Documents" means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the Secured Liabilities including, without limitation, the Debenture;

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold-back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security;

"Shares" means all stocks, shares and other securities for the time being owned or held by the Chargee and all rights, dividends, interest and other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purpose, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares previously described.

The Debenture also contains a negative pledge as follows:

The Chargor shall not:

create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest; or

convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Chargee.

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged charged or assigned to the Chargee under the Debenture.

"Permitted Security Interest" means the security constituted by the Debenture and liens arising by operation of law in the ordinary course of business.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04431104

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd APRIL 2003 AND CREATED BY BRIXX TECHNOLOGIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HENLEY TECHNOLOGY LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —