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

*insert full name
of Company

COMPANIES FORM No. 395

130123 | 52

Particulars of a mortgage or charge

395

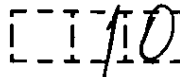
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04115341

Name of company

* Baronsmead VCT 3 PLC (Company)

Date of creation of the charge

7 March 2008

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

Charge over deposit between the Company and Clydesdale Bank PLC (trading as
Yorkshire Bank) (Bank) (Charge)

Amount secured by the mortgage or charge

Any sum of money or any liability which the Customer may on or after the
date of the Charge owe to the Bank in relation to

the B Term Facility and any fees or interest payable in respect of
the B Term Facility under the Facility Agreement

interest and

Costs

Contd

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

Clydesdale Bank PLC (trading as Yorkshire Bank) of 30 St Vincent Place,
Glasgow

Postcode G1 2HL

Presentor's name address and
reference (if any)

Addleshaw Goddard LLP
100 Barbirolli Square
Manchester
M2 3AB

2-2069304-ABRAB

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



ALQTLXZV

A25

13/03/2008

77

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As security for the payment and discharge of the Customer Obligations and all other sums of money and liabilities owed under this Charge, with full title guarantee the Chargor charged the Deposit to the Bank by way of fixed charge

Contd.

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

Addleshaw Fouldes LLP

Date 12/03/08

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* Baronsmead VCT 3 PLC (Company)

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

In this form the following terms shall have the following meanings

B Term Facility means the term loan facility made available under clause 2 3 (The Facilities) of the Facility Agreement

Costs means banking charges and all costs and expenses (including the Banks internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank in exercising the Bank's rights under the Charge, calculated as agreed between the Bank and the Customer, or if there is no agreement, in accordance with the Bank's current practice from time to time

Customer means Carnell Support Services Limited a company incorporated in England and Wales with Company number 06473474

Facility Agreement means the facility agreement dated on or about the date of this Charge and made between, amongst others, Carnell Support Services Limited and the Bank as amended, novated, supplemented, extended or restated

Interest means interest at the rate or rates applicable to the B Term Facility in accordance with the Facility Agreement

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

Until the Customer Obligations have been paid and discharged in full the Chargor shall

- (i) not withdraw all or any part of the Deposit,
- (ii) not dispose of or transfer all or any part of or reduce the Deposit, and
- (iii) not create or permit to subsist or arise any Encumbrance (including without limitation any right of combination of accounts or set off or any similar right) on or over all or any part of the Deposit,

In this form the following terms shall have the following meanings

Deposit means the balance for the time being standing to the credit of the account or accounts with the Bank described in Box C

Company number

04115341

Name of company

*insert full name
of Company

* Baronsmead VCT 3 PLC (Company)

Encumbrance means any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind

Description of the Deposit held by Yorkshire Bank

BOX C

Branch Address

Temple Point, No1 Temple Row, Birmingham B2 5YB

Type of account

Non-standard business current account

Account name

Baronsmead VCT 3 PLC

Account number

76987803

and any other account or accounts with Yorkshire Bank which you have acknowledged and agreed are subject to the security created by this Charge



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4115341
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER DEPOSIT DATED 7
MARCH 2008 AND CREATED BY BARONSMEAD VCT 3 PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CLYDESDALE BANK PLC UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13
MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES