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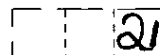
COMPANIES FORM No. 395

395**Particulars of a mortgage or charge****A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**Please do not
write in
this margin*Please complete
legibly, preferably
in black type or
bold block
lettering** Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



02229087

Name of company

*Hebridean International Cruises Limited (the "Company")

Date of creation of the charge

27 June 2008

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "**Secured Liabilities**").

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

Bank of Scotland Plc (SC327000), The Mound, Edinburgh ("BoS")

Postcode EH1 1YZ

Presenter's name, address and
reference (if any)Dundas & Wilson CS LLP
191 West George Street
Glasgow
G2 2LD

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

FRIDAY



A16

04/07/2008

COMPANIES HOUSE

49

Short particulars of all the property mortgaged or charged

See Paper Apart.

Please do not
write in
this margin

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

A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 3 07 08

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

[†] 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 are to be made payable to Companies House
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

This is the Paper Apart referred to in the foregoing Form 395 relative to the Debenture by Hebridean International Cruises Limited in favour of Bank of Scotland Plc dated 27 June 2008.

In the foregoing Form 395 and this Paper Apart the following definitions shall apply:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2 1, 2 2, 2 3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2 11 of the Debenture

"Group" means the Parent and each of its Subsidiaries and **"Group Company"** shall be construed accordingly

"Parent" means Hebridean Cruises plc (Reg No 02872916)

Short particulars of all the property mortgaged or charged

- 1 The Company with full title guarantee hereby charges to BoS as a continuing security for the payment or discharge of the Secured Liabilities -
 - 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,
 - 1 2 by way of fixed charge -
 - 1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1 1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
 - 1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
 - 1 2 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
 - 1 2 4 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of paragraphs 1 1 and 1 2,
 - 1 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
 - 1 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by paragraph 1 2 5, whether by way of dividend, distribution, interest or otherwise,
 - 1 2 7 all rights and interests in and claims under all insurance contracts or policies now

or in the future held by or inuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),

- 1 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or inuring to the benefit of the Company (including all money payable under them),
- 1 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
- 1 2 10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 1 2 9 but owned by others,
- 1 2 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
- 1 2 12 all present and future book debts of the Company,
- 1 2 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under paragraph 1 2 7 or 1 2 8 or arising on fluctuating accounts with other Group Companies),
- 1 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- 1 2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
- 1 2 16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of paragraph 1,
- 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by paragraph 1 1 or 1 2, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1 2)
- 2 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)
 - 2 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and
 - 2 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 2229087
CHARGE NO. 21

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JUNE 2008
AND CREATED BY HEBRIDEAN INTERNATIONAL CRUISES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SCOTLAND ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4
JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES