

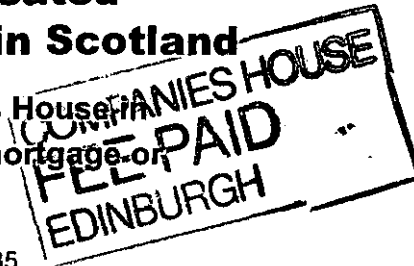
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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

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



Pursuant to section 410 of the Companies Act 1985

CHFP025

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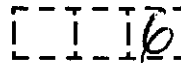
Please complete
legibly, preferably
in black type, or
bold block lettering

insert full name
of company

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

For official use

Company number



SC292318

Name of company

* SF3030 LIMITED

Date of creation of the charge (note 1)

7 July 2006

Description of the instrument (if any) creating or evidencing the charge (note 1)

STANDARD SECURITY

Amount secured by the charge

the payment and discharge of the Senior Liabilities (as defined in the Facility Agreement dated 3 May 2006 entered into amongst the said Mourant Property Trustees Limited (the "Borrower"), Barclays Bank plc (the "Original Lender") and Barclays Capital Mortgage Servicing Limited ("the Security Agent") as the said Facility Agreement may be amended, novated, varied or supplemented in any way from time to time (see paper apart for further definitions)

Names and addresses of the persons entitled to the charge

Barclays Capital Mortgaging Servicing Limited having its registered office at 1 Churchill Place, London E14 5HP

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

Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ
EYM/IJL/BA0346.000002

For official use (06/2005)

Charges Section

Post room



SCT
COMPANIES HOUSE

135
17/07/2006

Short particulars of all the property charged.

St James House, Edinburgh

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write in
this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

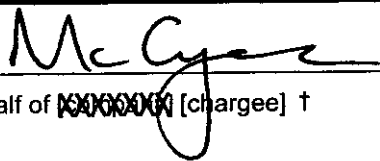
Not Applicable

Particulars as to commission, allowance or discount paid (see section 413(3))

None

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

Signed



Date 17 July 2006

On behalf of ~~XXXXXX~~ [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

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, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

Paper Apart regarding Form 410

SF 3030 Limited

Definitions

Accession Agreement means a letter, substantially in the form annexed to the facility agreement.

Acquisition Documents means:

- (a) the sale and purchase agreement dated on or about the date of the facility agreement in respect of the transfer of the units to the Scottish LP and the HSCF Trust;
- (b) any separate warranty or similar arrangement or disclosure letter entered into in connection with the sale and purchase agreement; and
- (c) any transfer or other instrument entered into in connection with the sale and purchase agreement.

Acquisition Documents Security Agreement means a security agreement between the Scottish LP and the Security Agent in relation to the Scottish LP's rights under the Acquisition Documents in the agreed form.

Assignment of Rents means the assignment of rents granted by the Guarantor in favour of the Security Agent in the agreed form.

Duty of Care Agreement means a duty of care agreement entered into by the Managing Agent, the Obligors and the Security Agent in the agreed form.

Fee Letter means any letter entered into by reference to the facility agreement between one or more Finance Parties and the Borrower setting out the amount of certain fees referred to in the facility agreement.

Finance Document means:

- (a) the facility agreement;
- (b) a Security Document;
- (c) an Accession Agreement;
- (d) a Transfer Certificate;
- (e) a Duty of Care Agreement;
- (f) a Fee Letter; or
- (g) any other document designated as such by a Lender and the Borrower.

Finance Party means a Lender or the Security Agent.

General Partner means Henderson Matador LP General Partner Limited (a company incorporated in Scotland with registered number SC286874).

Guarantor means SF3030 Limited (registered in Scotland with registration number SC292318) that is to accede to the facility agreement as a guarantor on or prior to the Utilisation Date.

HSCF Trust means the unit trust scheme constituted by the HSCF Trust Deed and subject to the Trusts (Jersey) Law 1984 and known as the Henderson UK Shopping Centre Fund.

Managing Agent means means Donaldson LLP or any other independent managing agent appointed by any Obligor with the approval of the Lenders (acting reasonably).

Lender means:

- (a) the Original Lender; or
- (b) any person which becomes a Lender after the date of the facility agreement.

Obligor means the Borrower or a Guarantor.

Scottish LP means HSCF Edinburgh LP (a limited partnership under the Limited Partnership Act 1907 with number SL5733) acting by the General Partner.

Security Agreement means a security agreement between the Obligors and the Security Agent in the agreed form.

Security Document means:

- (a) the Security Agreement
- (b) the Standard Security
- (c) the Assignment of Rents
- (d) the Unit Charge
- (e) the Acquisition Documents Security Agreement
- (f) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of the Obligors to a Finance Party under the Finance Documents; or
- (g) any other document designated as such by the Security Agent and the Borrower.

Senior liabilities means all present and future sums, liabilities and obligations payable or owing by the Obligors to the Finance Parties (whether actual or contingent, jointly or severally or otherwise) under or in connection with the Finance Documents;

Standard Security means the standard security granted by the Guarantor in favour of the Security Agent in the agreed form.

Transfer Certificate means a certificate, substantially in the form annexed to the facility agreement with such amendments as the Lenders may approve or require or any other form agreed between the Lender and the Borrower.

Trust Instrument means the trust instrument made by the Borrower dated 25 November 2005 (as amended from time to time in accordance with the Trust Instrument and the facility agreement).

Unit Charge means the first legal charge over the Units held by the Scottish LP between the Scottish LP (acting by the General Partner) and the Security Agent in the agreed form.

Utilisation Date means the date on which the Loan is borrowed by the Borrower.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 292318

I hereby certify that a charge created by -

SF 3030 LIMITED

on 7 JULY 2006

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of BARCLAYS CAPITAL MORTGAGING SERVICING LIMITED

was delivered pursuant to section 410 of the Companies Act, 1985,
on 17 JULY 2006 given at Companies House, Edinburgh
19 JULY 2006



C O M P A N I E S H O U S E



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**