

MG01

Particulars of a mortgage or charge



48 1075 / 13

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this form
particulars of a charge f
company To do this, pl
form MG01s

TUESDAY



A04 *AGUEBJ4W* 211
13/04/2010
COMPANIES HOUSE

1 Company details	For official use
Company number 0 3 5 8 3 8 3 9	→ Filling in this form Please complete in typescript or in bold black capitals
Company name in full Impax Asset Management Limited (the "Manager")	All fields are mandatory unless specified or indicated by *
2 Date of creation of charge	
Date of creation 0 1 0 4 2 0 1 0	
3 Description	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description A security assignment between (1) Impax New Energy Investors II LP (acting by its manager the Manager) (the "Partnership"), (2) the Manager, and (3) The Royal Bank of Scotland plc (the "Assignee") dated 1 April 2010 (the "Security Assignment")	
4 Amount secured	
Please give us details of the amount secured by the mortgage or charge	
Amount secured All monies and all obligations and liabilities now or thereafter due, owing or incurred by the Assignors to the Assignee under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, actual or contingent, joint or several or incurred as principal or surety (the "Secured Liabilities")	Continuation page Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name The Royal Bank of Scotland plc

Address 280 Bishopsgate, London

Postcode E C 2 M 4 R B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

1. Security

- (a) The Partnership thereby assigns the Partnership Assigned Rights by way of security to the Assignee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities
- (b) The Manager thereby assigns the Manager Assigned Rights by way of security to the Assignee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities

2 Undertakings

The Manager undertakes in respect of the Manager Assigned Rights and the Partnership undertakes in respect of the Partnership Assigned Rights, that upon written request by the Assignee except as permitted under the Facility Agreement, it shall not, without the prior consent in writing of the Assignee, create or attempt to create or permit to subsist any Security on or over the Manager Assigned Rights (in the case of the Manager) or the Partnership Assigned Rights (in the case of the Partnership)

In this Form MG01, the following terms have the following meanings

"Additional Limited Partner" means any person admitted as a Limited Partner on or after the First Closing Date pursuant to Clause 3.1 (admission of Additional Limited Partners) of the Partnership Agreement or any Limited Partner who increases its Commitment on or prior to the Final Closing Date pursuant to Clause 3.2 (Increase in Commitment by Existing Limited Partners) of the Partnership Agreement provided however that in the latter case such Limited Partner shall only be an Additional Limited Partner in respect of its increased Commitment

"Assigned Rights" means the Manager Assigned Rights and the Partnership Assigned Rights

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Assignors" means the Partnership acting by the Manager and the Manager (in its own capacity) (each an "Assignor")</p> <p>"Capital Contribution" means in relation to a Partner, the aggregate amount of capital contributed by such Partner to the Partnership pursuant to clause 4.1 (Capital Contributions) of the Partnership Agreement, comprising 0.001% of its Commitment</p> <p>"Carried Interest Partner" means Impax Carried Interest Partnership II LP (or its successors from time to time) in respect of its Capital Contribution contributed to pursuant to Clause 4.1.2 (Capital Contributions) of the Partnership Agreement</p> <p>"Charge Over Bank Account" means a charge over the capital call account of the Partnership between the Assignee and the Partnership dated 1 April 2010</p> <p>"Commitment" means in relation to each Partner, the amount committed by such Partner to the Partnership and accepted by the Manager, as set out opposite the name of such Partner in Schedule 1 (Additional Limited Partners) of the Partnership Agreement, whether or not such amount has been advanced in whole or in part and whether or not such amount has been repaid to such Partner in whole or in part, with such amount comprising of a Capital Contribution of 0.001% of such committed amount and a Loan of 99.999% of such committed amount, and in relation to the Carried Interest Partner the amount committed by it (as carried interest partner) to the Partnership as capital</p> <p>"Drawdown Notice" a written notice given to the Limited Partners by the Manager in such form as the Manager may determine from time to time in accordance with Clause 4.2.2 (Loans) of the Partnership Agreement</p> <p>"Facility Agreement" means a €33,300,000 multi currency letters of credit issuance and revolving credit facility agreement dated 1 April 2010 entered into by, amongst other, the Manager, the Partnership and the Assignee</p> <p>"Finance Documents" means the Facility Agreement, the Security Assignment, the Power of Attorney, the Charge Over Bank Account and any other document designated a "Finance Document" by the Assignee and the Manager</p> <p>"Final Closing Date" means such date as is declared by the Manager to be the last to occur of</p> <ul style="list-style-type: none"> (a) the date upon which the last Additional Limited Partner is admitted to the Partnership pursuant to clause 3.1 (Admission of Additional Limited Partners) of the Partnership Agreement, (b) the last date on which an existing Limited Partner increases the amount of its Commitment pursuant to clause 3.2 (Increase in Commitment by Existing Limited Partners) of the Partnership Agreement, (c) the date upon which the last investor is admitted to any of the Parallel Vehicles, and 	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(d) the last date upon which an existing investor increases its commitment in any of the Parallel Vehicles,</p> <p>provided however that such date shall not be any later than 12 months after the First Closing Date but may, after prior consultation with the LP Committee, be extended at the discretion of the Manager by a further 3 months after such 12 month period</p> <p>"First Closing Date" means the date upon which the first Additional Limited Partner is admitted to the Partnership pursuant to Clause 3.1 (Admission of Additional Limited Partners) of the Partnership Agreement or, if either, the date upon which the first investor is admitted to or subscribes for interests in any Parallel Vehicle</p> <p>"GP" means Impax New Energy Investors II (GP) Limited, company number 07081955</p> <p>"Limited Partners" means the Carried Interest Partner and any person who is admitted to the Partnership as an Additional Limited Partner or Substitute Limited Partner (in each case, for so long as such person remains a limited partner in accordance with the terms of the Partnership Agreement)</p> <p>"LP Committee" means a committee as described in Clause 14 (LP Committee) of the Partnership Agreement</p> <p>"Loan" means in relation to a Partner, any or all amounts of an interest-free loan advanced or agreed to be advanced by such Partner to the Partnership pursuant to clause 4.2 (Loans) of the Partnership Agreement (whether or not such loan has been advanced to the Partnership or repaid to the Partner, in whole or in part) comprising 99.999% of its Commitment</p> <p>"Management Agreement" means the management agreement dated 7 January 2010 between (1) the Manager and (2) the Partnership as amended, supplemented, novated or replaced from time to time</p> <p>"Manager's Assigned Rights" means all rights, titles, benefits and interests, whether present or future, of the Manager in, to or arising under the Partnership Agreement or the Management Agreement in relation to the right to issue Drawdown Notices and the right to demand payment in each case in respect of the Undrawn Commitment of each Partner and the rights in respect of claims for damages for any breach of obligations in respect of the same, the rights under any warranties and indemnities given in respect of the same and generally the rights otherwise to compel the performance and observance of the same</p> <p>"Parallel Vehicle" means any limited partnership, pooled investment vehicle or other entity established under agreements containing substantially similar financial terms and investment strategies to the Partnership Agreement to accommodate the legal, tax, regulatory or other considerations or particular investors or individual accounts managed on behalf of such investors</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Partner" means any partners in the Partnership (including the GP)</p> <p>"Partnership Agreement" means the amended deed of limited partnership of the Partnership dated 22 March 2010 between (1) Impax New Energy Investors II (GP) Limited and (2) Impax Carried Interest Partnership II LP</p> <p>"Partnership Assigned Rights" means all rights, titles, benefits and interests, whether present or future, of the Partnership in, to or arising under the Partnership Agreement in relation to the Undrawn Commitment of each Partner including, the rights to issue Drawdown Notices, demand payment and receive any and all monies payable in each case in respect of the Undrawn Commitment of each Partner, the rights in respect of claims for damages for any breach of obligations in respect of the same, the rights under any warranties and indemnities given in respect of the same and generally the rights otherwise to compel the performance and observance of the same</p> <p>"Partnership Interest" means the interest of a Partner in the Partnership including its Commitment (if any) and all other rights which it has in the Partnership, including its rights to vote and inspect the books of the Partnership</p> <p>"Power of Attorney" means the power of attorney given by the Manager and the Partnership pursuant to which the Manager appoints and authorises the Assignee on its behalf among other things to issue Drawdown Notices pursuant to the Partnership Agreement, dated 1 April 2010</p> <p>"Security" means any mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect</p> <p>"Substitute Limited Partner" means a person admitted pursuant to the Partnership Agreement as the successor to all, or part of, the rights and liabilities of a Limited Partner in respect of such Limited Partner's Partnership Interest</p> <p>"Undrawn Commitment" means in relation to a Partner, the amount of its Loan which, at the relevant time remains available for drawdown pursuant to Clause 4.2 (Loans) of the Partnership Agreement and has not been cancelled pursuant to Clause 4.2.6 (Loans) of the Partnership Agreement</p>	

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X




SO Ben - LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge

	Presenter information
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	Finance Department
Company name	SJ Berwin LLP
Address	10 Queen Street Place
Post town	London
County/Region	
Postcode	E C 4 R 1 B E
Country	
DX	DX 255 LONDON/CHANCERY LANE
Telephone	+44 (0)20 7111 2222
	Certificate
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.	
	Checklist
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	

	Important information
Please note that all information on this form will appear on the public record.	
	How to pay
A fee of £13 is payable to Companies House in respect of each mortgage or charge.	
Make cheques or postal orders payable to 'Companies House'.	
	Where to send
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.	
For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS DX 481 N R Belfast 1	
	Further information
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3583839
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED 1
APRIL 2010 AND CREATED BY IMPAX ASSET MANAGEMENT
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE ASSIGNORS TO THE ROYAL BANK OF
SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 13 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2010



Companies House
— for the record —

DX/OT



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES