



Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem

March
2015

**Form CH1.1 - Registration of Charges
(One-Stage Procedure)**

Irish Collective Asset-management Vehicle ('ICAV')

Form CH1.1 - Registration of Charges

Note: This form is applicable in the context of the one-stage procedure as outlined in Section 93(3) of the Irish Collective Asset-management Vehicles Act 2015 ('ICAV Act')

In accordance with Section 93(3) of the ICAV Act, please ensure that this application form is submitted no later than 21 days after the creation of the charge and that all details provided in this application form are accurate and correct. In accordance with Section 93(2) of the ICAV Act, an omission of details in relation to a charge will render the charge void.

1.1 General Information

1.1.1 ICAV name

in full

Permal Managed Account Platform ICAV

The ICAV name must correspond exactly with the name on the Register

1.1.2 Description of Charge

First fixed charge as continuing security for the payment and discharge of all obligations and Liabilities of the Fund (as defined on Supplementary Information sheet)

1.2 Charge Details

1.2.1 Date created

25-Jun-15

1.2.2 Short Particulars of property charged (maximum 250 words)

Pursuant to clause 4.1 of the Prime Brokerage Agreement, the Fund thereby charged, by way of first fixed charge in favour of GS and its Affiliates, with full title guarantee and free from any adverse interest whatsoever, the Custody Assets and all of the Fund's rights, title or interest in, to or under any contract with GS or any of its Affiliates (subject to the netting, set off and recoupment rights thereunder or under the Prime Brokerage Agreement) whether arising prior to the date of the Prime Brokerage Agreement or thereafter and whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, financial, physical, secured or unsecured.

(Capitalised terms used but not defined herein have the meanings ascribed to them in the Supplementary Information sheet attached hereto.)

If additional space is required to answer 1.2.2 above, please attach supplementary information to form

1.3 Person to whom certificate of registration of charge will issue

Name

Barry O'Connor

Address

Matheson
70 Sir John Rogerson's Quay
Dublin 2
Ireland

Email

barry.oconnor@matheson.com

1.4 Persons entitled to the charge

1.4.1 Name

Goldman Sachs International

Address

Peterborough Court
133 Fleet Street
London EC4A 2BB

Email

1.4.2 Name

Address

Email

1.4.3 Name

Address

Email

I confirm that the information set out in this application form is correct and accurately reflects the particulars of a charge created by an ICAV and the form is completed in full.

Signature on behalf of ICAV: <i>James Meehan</i>
Print name: James Meehan
Position held: Solicitor
Nature of interest in the charge: Solicitor to Permal Managed Account Platform ICAV

Signature on behalf of person entitled to the charge: <i>Barry O'Connor</i>
Print name: Barry O'Connor
Position held: Solicitor to the chargeholder
Nature of interest in the charge: Chargeholder

The form may be signed by a director of the ICAV or the secretary (or any joint secretary) or solicitor acting on behalf of the ICAV and by any person duly authorised on behalf of the charge holder.

Supplementary Information

"Account" means each brokerage or other account, including managed, custody and advisory accounts, at GS or its agents, Affiliates or nominees that is established in the name of the Fund or in which the Fund has a beneficial interest, including without limitation the custody account maintained by GS on behalf of the Fund;

"Affiliates" means any entity controlled, directly or indirectly by GS, any entity that controls, directly or indirectly, GS, or any entity directly or indirectly under common control with GS;

"Applicable Rules" means (a) the rules of the relevant regulatory authority for the GS entity that provides Services to you; (b) the rules of any relevant exchange; and (c) all other laws, rules and regulations as in force from time to time, as applicable to GS's provision of Services pursuant to the Prime Brokerage Agreement;

"Assets" means cash (including, but not limited to, Client Money), securities, investments and any other assets (whether tangible or intangible) and the proceeds thereof, in each case held in or in connection with the Account, excluding Collateral and including Custody Assets and assets held or administered by GS or any of its Affiliates in or for any of the Fund's Accounts existing at the date of the Prime Brokerage Agreement or arising thereafter or any account in which the Fund may have an interest, and regardless of the purpose for which the Assets are so held, carried, maintained, possessed or controlled;

"Client Money" means any money that GS receives from the Fund or holds on the Fund's behalf subject to client money protection in accordance with Applicable Rules in the course of, or in connection with, the Services provided under the Prime Brokerage Agreement;

"Collateral" means cash, securities and investments in which the Fund transfers outright title and interest to GS or its Affiliates, in accordance with clause 4.6 of the Prime Brokerage Agreement, in respect of Liabilities and shall include any certificates or other documents of or evidencing title and transfer thereto;

"Custodial Services Agreement" means the custodian services agreement dated on or about the date of the Prime Brokerage Agreement made between GS and such person as is appointed as the Fund's depository under the laws of Ireland pursuant to the provisions of a depository agreement between the Fund and the depository and in accordance with the requirements of the Central Bank of Ireland;

"Custody Assets" means Assets that GS, or any Affiliate or sub-custodian, has agreed with the Fund to take custody of pursuant to the Custodial Services Agreement and for the avoidance of doubt shall include Margin delivered to GS or as directed by GS;

"Determining Party" means GS, unless (i) an Event of Default under clause 24.1.3 of the Prime Brokerage Agreement has occurred with respect to GS and (ii) the Fund has served a Close-Out Notice (as defined in the Prime Brokerage Agreement) under clause 24.3 of the Prime Brokerage Agreement, in which case the Determining Party shall be the Fund;

"Electronic Services" means any brokerage, financial and other Services, and licences to such Services, that GS may agree at the date of the Prime Brokerage Agreement or thereafter to make available to the Fund through electronic means, including without limitation the various websites owned and operated by GS (and its Affiliates) including any of the Services set out in Part F of the Prime Brokerage Agreement;

"Event of Default" means any of the events specified in clauses 24.1 and 24.14 of the Prime Brokerage Agreement;

"Fund" means P SWM Europe IE, a sub-fund of the ICAV;

"GS" means Goldman Sachs International;

"ICAV" means Permal Managed Account Platform ICAV;

"Indebtedness" means the sum as calculated in accordance with the formula set out in Part A of the Prime Brokerage Agreement as determined by GS on any day;

"Liabilities" means the sum of the Indebtedness, the aggregate (as determined by GS (or, following an Event of Default, the Determining Party) acting in a commercially reasonable manner) of all moneys, debts, liabilities and obligations, whether existing at the date of the Prime Brokerage Agreement or arising thereafter, actual or contingent, which are owed by the Fund to GS and its Affiliates under the Prime Brokerage Agreement or any other agreement with GS to which the Fund is a party plus the sum of all other obligations owed by the Fund to GS and its Affiliates, and any costs, funding breakage costs, taxes and expenses (including, without limitation, reasonable legal fees and any shortfall suffered as a result of obtaining a judgement or arbitration award in a foreign currency) that GS or its Affiliates have reasonably incurred in enforcing or maintaining any of their rights;

"Margin" means such Assets as GS may require the Fund to deliver and maintain in the Account from time to time in respect of Margined Transactions, in a form and amount acceptable to GS;

"Margined Transactions" means a Transaction in which the Fund will or may be liable to make further payments and deliveries (other than charges, taxes, commissions and fees) during the life of the Transaction, including without limitation futures, options, contracts for differences, spot and forward foreign exchange contracts and other derivative instruments whether or not regulated by a recognised or designated investment exchange;

"Prime Brokerage Agreement" means the Amended and Restated Prime Brokerage Agreement between the ICAV, on behalf of the Fund, and GS dated 25 June 2015;

"Services" means any service provided to the Fund by GS under the Prime Brokerage Agreement from time to time, including, without limitation, the Electronic Services;

"Transaction" means any transaction in securities, commodities, currencies, derivatives, contracts and other financial instruments executed with or through GS or one of its Affiliates pursuant to the Prime Brokerage Agreement.