



Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

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

Irish Collective Asset-management
Vehicle ('ICAV')

May 2018

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

OHA Credit Solutions ICAV

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

1.1.2 Description of Charge

Loan and Servicing Agreement between, among others, OHA Credit Solutions ICAV, an Irish collective asset-management vehicle, ("Holdings") acting in relation to (i) OHA Credit Solutions Master Fund 1 ("Master Fund I") and (ii) OHA Credit Solutions Master Fund 2 ("Master Fund II" and together with Master Fund I, each, a "Sub-Fund" and collectively, the "Sub-Funds"), the Borrowers (as defined below), the Pledgors (as defined below), the Lenders (as defined below) and The Bank of New York Mellon Trust Company, N.A. (the "Collateral Custodian" and "Administrative Agent") dated 16 December 2020 (the "Loan and Servicing Agreement ")

1.2 Charge Details

1.2.1 Date created

16-Dec-20

1.2.2 Short Particulars of property charged (maximum 250 words)

Pursuant to section 2.09 (b) of the Loan and Servicing Agreement, Holdings, acting in relation to Master Fund I, thereby granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of Holding's acting in relation to Master Fund I's right, title and interest in and to, whether now (at the date of the Loan and Servicing Agreement) owned or thereafter acquired (collectively, the "Holdings I Collateral"):

(a) all money, cash and currency, chattel paper, tangible chattel paper, electronic chattel paper, intellectual property, goods, equipment, fixtures, contract rights, general intangibles, documents, instruments, certificates of deposit, certificated securities, uncertificated securities, financial assets, securities entitlements, commercial tort claims, deposit accounts, inventory, investment property, letter-of-credit rights, software, supporting obligations, accessions or other property;

(b) all investment property and general intangibles consisting of the ownership, equity or other similar interests in such Borrower, including such Borrower's limited partnership interests;

(c) all certificates, instruments, writings and securities evidencing the foregoing;

(d) the Organizational Documents of such Borrower and all options or other rights to acquire any partnership or other interests under such Organizational Documents;

(e) all dividends, distributions, capital, profits and surplus and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(f) all books, records and other written, electronic or other documentation in whatever form maintained now (at the date of the Loan and Servicing Agreement) or thereafter by or for Holdings in connection with, and relating to, the ownership of, or evidencing or containing information relating to, the foregoing; and

(g) all proceeds, supporting obligations and products of any of the foregoing. Notwithstanding anything to the contrary in the foregoing, the Holdings I Collateral shall not include any Excluded Property.

Pursuant to section 2.09 (c) of the Loan and Servicing Agreement, Holdings, acting in relation to Master Fund II, thereby granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of Holding's acting in relation to Master Fund II's right, title and interest in and to, whether now (at the date of the Loan and Servicing Agreement) owned or thereafter acquired (collectively, the "Holdings II Collateral" and together with the Holdings I Collateral, collectively, the "Holdings Collateral"):

a) all money, cash and currency, chattel paper, tangible chattel paper, electronic chattel paper, intellectual property, goods, equipment, fixtures, contract rights, general intangibles, documents, instruments, certificates of deposit, certificated securities, uncertificated securities, financial assets, securities entitlements, commercial tort claims, deposit accounts, inventory, investment property, letter-of-credit rights, software or supporting obligations, accessions or other property;

b) all investment property and general intangibles consisting of the ownership, equity or other similar interests in such Borrower, including such Borrower's limited partnership interests;

c) all certificates, instruments, writings and securities evidencing the foregoing;

d) the Organizational Documents of such Borrower and all options or other rights to acquire any partnership or other interests under such Organizational Documents;

e) all dividends, distributions, capital, profits and surplus and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

f) all books, records and other written, electronic or other documentation in whatever form maintained now (at the date of the Loan and Servicing Agreement), or thereafter by or for Holdings in connection with, and relating to, the ownership of, or evidencing or containing information relating to, the foregoing; and

g) all proceeds, supporting obligations and products of any of the foregoing. Notwithstanding anything to the contrary in the foregoing, the Holdings II Collateral shall not include any Excluded Property.

Definitions

"Administrative Agent" means the Bank of New York Mellon Trust Company, N.A in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties, together with its successors and permitted assigns, including any successor appointed pursuant to Article VII of the Loan and Servicing Agreement;

"Borrowers" means OHA Credit Solutions Master Fund I SPV, L.P. ("MV1") and OHA Credit Solutions Master Fund II SPV, L.P. ("MV2");

"Excluded Property" means the assets listed on Schedule VII of the Loan and Servicing Agreement and all proceeds therefrom;

"Facility Servicer" means Massachusetts Mutual Life Insurance Company not in its individual capacity, but in its capacity as facility servicer pursuant to terms of the Loan and Servicing Agreement, together with its successors and permitted assigns, including any successor appointed pursuant to Article VIII of the Loan and Servicing Agreement;

"Governmental Authority" means, with respect to any Person, any nation or government, any state or other political subdivision thereof or any entity, authority, agency, division or department exercising the executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to a government and any court or arbitrator having jurisdiction over such Person (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank of International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing);

"Indemnified Party" has the meaning assigned to that term in Section 10.01(a) of the Loan and Servicing Agreement;

"Lender" means collectively, the Initial Lender and any other Person to whom any Lender assigns any part of its rights and obligations under the Loan and Servicing Agreement and the other Transaction Documents in accordance with the terms of Section 11.04 of the Loan and Servicing Agreement and any other party that becomes a lender pursuant to an Assignment and Assumption Agreement;

"Loan Party" means the Holdings, the Borrower, the Pledgors and the Funds;

"Obligations" means, as to each Borrower, all present (at the date of the Loan and Servicing Agreement) and future indebtedness and other liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of such Borrower to the Lenders, the Administrative Agent, the Collateral Custodian, the Facility Servicer or any other Secured Party arising under the Loan and Servicing Agreement or any other Transaction Document and shall include all liability for principal of and interest on the Advances, Fees, indemnifications and other amounts due or to become due by such Borrower to the Lenders, the Administrative Agent, the Collateral Custodian, the Facility Servicer and any other Secured Party under the Loan and Servicing Agreement or any other Transaction Document, including any Fee Letter and costs and expenses payable by such Borrower to the Lenders, the Administrative Agent, the Collateral Custodian, the Facility Servicer or any other Secured Party, including reasonable attorneys' fees, costs and expenses, including interest, fees (in each case whether or not allowed as a claim in such insolvency proceeding);

"Organizational Documents" means, as to any Loan Party, its certificate of incorporation, registration order, certificate of registration, by-laws, limited liability company agreement, instrument of incorporation, limited partnership agreement or other similar document, as applicable;

"Pledgor" means OHA Credit Solutions Pledge SPV, L.P.; and

"Secured Party" means each of the Administrative Agent, each Lender (together with its permitted successors and assigns), each other Indemnified Party, the Facility Servicer and the Collateral Custodian; provided that in any context requiring a Secured Party to give direction to the Administrative Agent, such reference to Secured Party shall not include the Administrative Agent or the Collateral Custodian.

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	Cian Hutchinson
Address	A&L Goodbody 25-28 North Wall Quay IFSC Dublin 1 Ireland
Email	chutchinson@algoodbody.com

1.4 Persons entitled to the charge

1.4.1 Name	Massachusetts Mutual Life Insurance Company
Address	1295 State Street, Springfield, Massachusetts, 01111, United States

Email

Janey.Doddy@arthurcox.com

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>Janey Doddy</i>
Print name:	Janey Doddy
Position held:	<i>Solicitor</i>
Nature of interest in the charge:	Solicitor on behalf of the ICAV

Signature on behalf of person entitled to the charge:	<i>Jack Sheehy</i>
Print name:	JACK SHEEHY
Position held:	SOLICITOR
Nature of interest in the charge:	Solicitor on behalf of person entitled to the charge

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.

The Central Bank may process personal data provided by you in order to fulfil its statutory functions or to facilitate its business operations. Any personal data will be processed in accordance with the requirements of data protection legislation. Any queries concerning the processing of personal data by the Central Bank may be directed to dataprotection@centralbank.ie. A copy of the Central Bank's Data Protection Notice is available at www.centralbank.ie/fns/privacy-statement.