



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

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

Deed of Charge Over Limited Partnership Interests in OHA Credit Solutions Master Fund II SPV, L.P ("MV1"), between the OHA Credit Solutions ICAV (the "ICAV"), an Irish collective asset-management vehicle, acting solely in respect of its sub-fund OHA Credit Solutions Master Fund 2 (the "Sub-Fund") (the "Chargor") and The Bank of New York Mellon Trust Company, N.A. (the "Chargee") dated 16 December 2020 (the "Deed").

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 paragraph entitled "Grant of Security", the Chargor, as continuing security for the full and punctual payment, performance and discharge of all the Secured Obligations thereby:

- (a) charged and assigned by way of security, and agreed to charge and assign by way of security, in favour of the Chargee by way of first ranking fixed charge, all of its Rights in and to the Charged Property; and
- (b) charged, in favour of the Chargee by way of first ranking floating charge (the "Floating Charge"), all of its Rights in and to the Charged Property, to the extent not effectively secured in the manner intended by paragraph (a) above.

Definitions

"Charged Property" means all of the Chargor's Rights in and to the Original Interests, any Further Interests and any Related Assets;

"Equity Security" means any share, stock, partnership interest or other equity security or interest of any kind.

"Further Interests" means all Interests (other than the Original Interests) which the Chargor may from time to time hold;

"Holdings" means OHA Credit Solutions ICAV, acting in relation to OHA Credit Solutions Master Fund 1 and OHA Credit Solutions Master Fund 2;

"Interest" means a "limited partnership interest" (as defined in the ELP Law) in the Partnership;

"Loan and Servicing Agreement" means a loan and servicing agreement dated 16 December 2020 entered into between, among others, the Holdings and the Borrower;

"Obligations" means, as to each Borrower, all present (at the date of the Deed) and future indebtedness and other liabilities and obligations (howsoever created, arising or evidence, whether direct or indirect, absolute or contingent, or due to become due) of such Borrower to the Lenders, the Administrative Agent, the Collateral Custodian, the Facility Servicer or any 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 or any Secured Party arising under the Loan and Servicing Agreement or any other Transaction Document, including any Fee Letter and costs and expense payable by such Borrower to the Lenders, the Administrative Agent, the Collateral Custodian, the Facility Servicer or any Secured Party, including reasonable attorneys' fees, costs and expenses, including interest, fees and other obligations that

accrue after the commencement of an insolvency proceeding (in each case whether or not allowed as a claim in such insolvency proceeding);
"Original Interests" means all of the Interests held by the Chargor;
"Partnership" means OHA Credit Solutions Master Fund II SPV, L.P., an exempted limited partnership established under the laws of the Cayman Islands and having its registered office at c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands;
"Related Assets" means all Equity Securities, Income, Rights or other property or monies which accrue or are offered, issued or paid at any time (by way of bonus, rights, redemption, conversion, exchange, substitution, consolidation, reclassification, subdivision, preference, warrant, option, purchase, stock-split or otherwise) in respect of:
(a) the Original Interests;
(b) any Further Interests; or
(c) any other Related Assets,
"Rights" means any and all rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever); and
"Secured Obligations" the Obligations of the Partnership under, and as defined in, the Loan and Servicing Agreement.

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

Address

Email

1.4 Persons entitled to the charge

1.4.1 Name


Address

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: 
Print name: Peter Murphy
Position held: Solicitor
Nature of interest in the charge: Solicitor on behalf of the Chargee

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.

