



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

AlbaCore Partners II ICAV (an umbrella fund with segregated liability between sub-funds) acting solely in respect of its sub-fund AlbaCore Partners II Master Fund

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

1.1.2 Description of Charge

Security Agreement dated 12 June 2020 between (1) AlbaCore Partners II ICAV (an umbrella fund with segregated liability between sub-funds) acting solely in respect of its sub-fund AlbaCore Partners II Master Fund (as "Chargor") and (2) AlbaCore Partners II ICAV (an umbrella fund with segregated liability between sub-funds) acting solely in respect of its sub-fund AlbaCore Partners II Sub-Fund D (as "Chargee") (the "Security Agreement")

1.2 Charge Details

1.2.1 Date created

12-Jun-20

1.2.2 Short Particulars of property charged (maximum 250 words)

Pursuant to clause 3.1 (Fixed Charges) of the Security Agreement, the Chargor thereby CHARGED as a first fixed charge (but subject and subordinate in all respects to the First Ranking Security), the Material Contracts, subject to the right of the Chargor to redeem the Security Agreement as contained in clause 17 (Release of Security) of the Security Agreement.

Pursuant to clause 3.2 (Security Assignment and Charge) of the Security Agreement, the Chargor thereby ASSIGNED and agreed to assign absolutely (in each case insofar as the same are capable of assignment and subject and subordinate in all respects to the First Ranking Security) the Material Contracts, subject to the right of the Chargor to redeem the Security Agreement as contained in clause 17 (Release of Security) of the Security Agreement.

Capitalised terms not otherwise defined herein have the meaning given to them in the Supplementary Information sheet.

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

1.4.2 Name

Address


Email

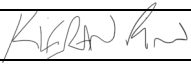
1.4.3 Name

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: 
Print name: Ultan Shannon
Position held: Solicitor, Arthur Cox
Nature of interest in the charge: Solicitor acting on behalf of the ICAV

Signature on behalf of person entitled to the charge: 
Print name: Kieran Finn
Position held: Solicitor, Arthur Cox
Nature of interest in the charge: Solicitor acting on behalf of the charge holder

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.

SUPPLEMENTARY INFORMATION

Definitions

"**First Ranking Security**" means the first ranking security interests created by the Chargor over the Secured Assets in favour of the Security Agent pursuant to the First Ranking Security Agreement;

"**First Ranking Security Agreement**" means the security agreement dated on or about 18 December 2018 between the Chargor and the Security Agent;

"**Material Contracts**" means contracts, agreements and/or licences specified in Schedule 2 Part 2 (Material Contracts) of the Security Agreement, as set out below in the section marked "Material Contracts", together with all rights, title, interest in and to all proceeds, claims, rights of action and remedies arising from the Material Contracts;

"**Secured Assets**" mean all the assets (both present at the date of the Security Agreement and in the future) of the Chargor which are (and which are intended to be) the subject of the Security and **Secured Asset** means any secured asset; and

"**Security**" means the security constituted or intended to be constituted by the Security Agreement.

Any terms not otherwise defined herein shall have the meaning and construction ascribed to them in the Security Agreement.

Material Contracts

1. Security Power of Attorney granted by AlbaCore Partners II Feeder ICAV in favour of the Chargor dated 18 December 2018.
2. Subscription Agreement between AlbaCore Partners II Feeder ICAV and AlbaCore Partners II ICAV acting solely in respect of its sub-fund AlbaCore Partners II Master Fund dated 7 September 2018.
3. Security Deed between AlbaCore Partners II Feeder ICAV and AlbaCore Partners II ICAV acting solely in respect of its sub-fund AlbaCore Partners II Master Fund dated 7 September 2018.