



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*

Sphere ICAV

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

1.1.2 Description of Charge

An institutional account agreement dated 6 November 2020 (together with any attached supplements thereto) between Sphere ICAV (the "ICAV") acting solely in respect of its specified sub-fund Torus Fund (the "Sub-Fund" and, the ICAV, acting solely in respect of the Sub-Fund, the "Client") and J.P. Morgan Securities LLC ("JPMS"), JPMorgan Chase Bank, N.A., J.P. Morgan Securities plc ("JPMS plc"), J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities Asia Private Limited, J.P. Morgan Securities Australia Limited, JPMorgan Securities Japan Co., Ltd., J.P. Morgan Prime Nominees Limited, J.P. Morgan Markets Limited, J.P. Morgan Prime Inc., and J.P. Morgan AG. (each a "JPM Affiliate," and JPMS and such JPM Affiliates, individually and collectively as the context requires, a "JP Morgan Entity", "JPMorgan"), (the "IAA").

1.2 Charge Details

1.2.1 Date created

06-Nov-20

Short Particulars of property charged (maximum 250 words)

Pursuant to clause 3(a) (Grant of Security Interest) of the IAA, the Client granted to each JP Morgan Entity a continuing security interest in and lien upon all of its rights, title and interests to:

(i) any account maintained for the Client by or with any JP Morgan Entity (including, but not limited to, any or all Accounts);

(ii) all property now or hereafter credited to or held in any such account or otherwise held, or carried by or through, or subject to the control of any JP Morgan Entity or agent thereof, including all margin, Securities, Securities Accounts, monies, Commodity Contracts, Commodity Accounts and Investment Property (including all Financial Assets and Instruments) whether fully paid or otherwise;

(iii) all rights the Client has in any Obligation of any JP Morgan Entity under any Governing Agreement or otherwise, and all rights the Client has in any unsettled transactions (provided that with respect to any Governing Agreement that is governed by English Law, JP Morgan's security interest shall be subject to any netting, offset and recoupment rights under such Governing Agreement); and

(iv) all Proceeds of or distributions on any of the foregoing.
(collectively, clauses (i) through (iv) above, "Margin"), as security and margin for the payment and performance of each of the Client's Obligations to each JP Morgan Entity.

DEFINITIONS

"Accounts" shall have the meanings as set forth in the NYUCC;

"Activity" means all transactions (including Clearing Transactions), confirmations, agreements (including the IAA and Governing Agreements), loans and other extensions of credit, promises of performance, open contractual commitments and guaranties between or among one or more JP Morgan Entities and the Client, whenever arising;

"Clearing Transactions" means all actions, agreements, promises of performance and transactions relating to the execution, clearance, settlement of transactions in or the maintenance of accounts for the purpose of carrying, custodial or financing positions in, securities for the Client by JPMS and all transactions in which JPMS provides clearing, fixed income clearing, custody or settlement services to or for the Client (including as prime broker in connection with prime broker transactions or fixed income clearing transactions, or in connection with any give-up, free delivery or unsettled transaction, or when acting as a clearance and/or settlement agent in any clearing system, market, or exchange, domestic or international) or transactions in, or the custody of, cash made in connection with, or in contemplation of, any of the foregoing;

"Code" means the United States Bankruptcy Code as in effect from time to time.

"Commodity Account" shall have the meanings as set forth in the NYUCC;

"Commodity Contract" shall have the meanings as set forth in the NYUCC;

"Financial Asset" shall have the meanings as set forth in the NYUCC;

"Governing Agreement" means any agreement, contract, instrument or document of any kind, excluding the IAA, between the Client and one or more JP Morgan Entities as to which, in each case, the Client has any Obligation or holds any rights against any JP Morgan Entity, that is executed before, on, or after the date of the IAA.;

"Instrument" has the meaning set forth in the NYUCC;

"Investment Property" shall have the meanings as set forth in the NYUCC;

"JPM Affiliate" means any trust, limited liability company, corporation, partnership, and any other entity that is owned directly or indirectly by any JP Morgan signatory to the IAA or JP Morgan Chase & Co. (or any successor thereto), or which is controlled by or under common control with any JP Morgan signatory to the IAA or JP Morgan Chase & Co. (or any

successor thereto), and shall include any such entity existing on the date of the IAA or any entity that is formed, incorporated or organized after the date of the IAA or otherwise meets the foregoing criteria after the date thereof. For the avoidance of doubt, each JP Morgan Entity is also a JPM Affiliate.

"JP Morgan Entity" means J.P. Morgan Securities LLC, JPMorgan Chase Bank, N.A., J.P. Morgan Securities plc, J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities Asia Private Limited, J.P. Morgan Securities Australia Limited, JPMorgan Securities Japan Co., Ltd., J.P. Morgan Prime Nominees Limited, J.P. Morgan Markets Limited, J.P. Morgan Prime Inc., J.P. Morgan AG and any other JPM Affiliate notified to the Client from time to time

"NYUCC" means the Uniform Commercial Code as adopted in the State of New York as in effect from time to time;

"Obligation" means:

(a) as the context requires each of the Client's obligations or liabilities to a JP Morgan Entity and of a JP Morgan Entity to the Client, including

- (i) a requirement to make a margin payment or settlement payment or to maintain Margin;
- (ii) any obligation of JPMS in connection with any Clearing Transaction, or its acceleration, cancellation, termination or liquidation, whenever arising and whether fixed, liquidated, un-liquidated, matured, un-matured or contingent;
- (iii) any requirement hereunder or with respect to an Activity; and
- (iv) any "debt" as defined in the U.S. Bankruptcy Code; and

(b) any obligation or requirement the Client has to liquidate or otherwise reduce a position, or to pay or perform under a guarantee or indemnity; in each case, whether or not payment or performance is due, including with respect to its acceleration, cancellation, termination or liquidation, whenever arising and whether fixed, matured, unmatured, liquidated, unliquidated or contingent.

"Proceeds" has the meaning set forth in the NYUCC;

"Securities" has the meaning set forth in the NYUCC;

"Securities Account" has the meaning set forth in the NYUCC;

Capitalized terms used but not defined therein shall have the meanings ascribed to them in the Uniform Commercial Code as adopted in the State of New York as in effect from time to time.

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 Adam Hanna

Address A&L Goodbody Solicitors, IFSC, 25-28 North Wall Quay, Dublin 1

Email ahanna@algoodbody.com

1.4 Persons entitled to the charge

1.4.1 Name J.P. MORGAN SECURITIES LLC

Address 383 Madison Avenue, New York, New York 10179

Email

1.4.2 Name JP MORGAN CHASE BANK, N.A

Address 1111 Polaris Parkway, Columbus, Delaware, Ohio 43240

Email

1.4.3 Name J.P. MORGAN SECURITIES PLC

Address 25 Bank Street, Canary Wharf, London E14 5JP, England

Email

1.4.4 Name J.P. MORGAN PRIME INC.

Address 383 Madison Avenue, New York, New York 10179

Email

1.4.5 Name J.P. Morgan Securities (Asia Pacific) Limited

Address Chater House 8 Connaught Road Central Hong Kong (SAR)

Email

1.4.6 Name J.P. Morgan Securities Asia Private Limited

Address

168 Robinson Road Capital Tower Singapore, 068912 Singapore

Email

1.4.7

Name

J.P. Morgan Securities Australia Limited

Address

225 George Street Grosvenor Place Sydney, NSW 2000 Australia

Email

1.4.8

Name

JPMorgan Securities Japan Co. Ltd

Address

Tokyo Building, 7-3 Marunouchi 2-chome, Chiyoda-ku, Tokyo 100-6432

Email

1.4.9

Name

J.P. Morgan Prime Nominees Limited

Address

25 Bank Street, Canary Wharf, London, E14 5JP

Email

1.4.10

Name

J.P. Morgan Markets Limited

Address

125 London Wall London, EC2Y 5AJ United Kingdom

Email

1.4.11

Name

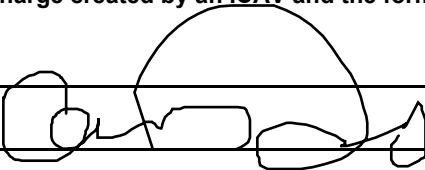
J.P. Morgan AG

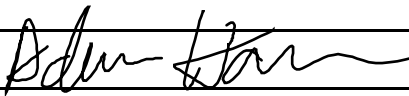
Address

Taunustor 1, 60310 Frankfurt am Main, Germany

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: Caitriona O'Dwyer
Position held: Solicitor
Nature of interest in the charge: Solicitor on behalf of the ICAV

Signature on behalf of person entitled to the charge: 
Print name: Adam Hanna
Position held: Solicitor
Nature of interest in the charge: Solicitor on behalf of JP Morgan

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.