



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

SOVCOM GLOBAL FUNDS ICAV

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

1.1.2 Description of Charge

A Prime Brokerage Agreement dated 15 December 2020 between BNP Paribas, London Branch ("**Prime Broker**") and SOVCOM Global Funds ICAV (an umbrella fund with segregated liability between sub-funds), acting solely for and on behalf of its sub-fund SOVCOM USD High Yield Fund ("**Counterpart**") (the "**Agreement**").

1.2 Charge Details

1.2.1 Date created

15-Dec-20

1.2.2 Short Particulars of property charged (maximum 250 words)

Pursuant to clause 15.1 of the Agreement as continuing security for the proper payment and discharge of all of its Obligations, actual or contingent, present (at the date of the Agreement) or future, for payment or delivery (including interest, costs, charges and other expenses), at the date of the Agreement or at any time thereafter becoming due or owing to the Prime Broker or any Affiliated Company, which it covenants to pay or perform as appropriate, and without prejudice to any general lien, right of set off or similar right to which the Prime Broker is entitled by law or otherwise under the Agreement, the Counterpart expressly (i) granted to the Prime Broker for itself and each Affiliated Company a security interest by way of first fixed and floating charge and pledge over and (ii) (where appropriate) assigned by way of security:

(a) all rights and interests the Counterpart has or may have at the date of the Agreement or in the future in respect of or in connection with the Securities recorded as being held in the Securities Account which belong to the Counterpart or in which the Counterpart is interested;

(b) all rights and interests the Counterpart has or may have at the date of the Agreement or in the future in respect of or in connection with all amounts credited to the Cash Account and payable to the Counterpart by the Prime Broker and any Close-out Amount owing to Counterpart under Clause 17.4(c) of the Agreement;

(c) all rights and interests the Counterpart has or may have at the date of the Agreement or in the future against the Prime Broker arising from the appropriation of Securities in accordance with Clause 14.5 of the Agreement (Appropriation/Rehypothecation of Securities).

For the purposes of this form CH1.1:

"Accounts" means the Cash Account, the Securities Account and the Counterpart Position Account established in accordance with the Sub-Custody Agreement.

"AIFMD" means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.

"Affiliated Company" means, in relation to the Prime Broker, an "affiliated company" as defined in the Glossary of Definitions issued by the Financial Conduct Authority and includes, without limitation each of the companies named in Appendix 2 of the Agreement.

"Cash Account" means the account opened and maintained by the Prime Broker in its books in accordance with Clause 3.1 (Opening Accounts) of the Agreement.

"Clear", "Cleared", and "Clearing" shall each have the meanings given to such terms in the Clearing Appendix.

"**Clearing Appendix**" means Appendix 3 to the Agreement.

"**Clearing Services Agreement**" means the relevant clearing services agreement for Exchange-Traded Derivatives between the Prime Broker and a Clearing Services Provider, as may be altered or amended from time to time.

"**Clearing Services Provider**" means, in respect of a Clearing Services Agreement, the party to the relevant Clearing Services Agreement which provides sub-clearing services to Prime Broker enabling Prime Broker to Clear the Sub-Cleared Transactions in accordance with the Clearing Appendix.

"**Close-out Amount**" has the meaning given to that term in clause 17.4(c) of the Agreement.

"**Counterpart Position Account**" means the account maintained by the Prime Broker to which Exchange-Traded Derivative Transactions entered into by the Counterpart pursuant to the Agreement are recorded or credited by the Prime Broker.

"**Depository**" means the depository specified as such in Appendix 1 of the Agreement.

"**Exchange-Traded Derivative Transaction**" means a derivative transaction which is executed on a public investment exchange or regulated market.

"**Financial Instrument**" has the meaning set out in Article 4 of AIFMD.

"**Obligations**" means, with respect to one party to the Agreement, all of that party's obligations and liabilities of every kind and nature whatsoever under or in connection with the Agreement, (including, in the case of the Prime Broker, any obligation or liability owed to the Clearing Services Provider pursuant to the Clearing Services Agreement), any Specified Agreement (as each may be amended, novated, extended, prolonged or renewed from time to time) and/or any Transactions concluded from time to time.

"**Securities**" means (i) any bond, debenture, note or certificate (whether in tangible or intangible form) or other instrument or equivalent intangible holding evidencing indebtedness; (ii) any share, interest or participation in the issued share capital of a company including any replacement share, interest or participation following a surrender, cancellation, conversion, sub-division or consolidation; (iii) any warrant, future, option or right to subscribe for or purchase any of (i) or (ii) above; (iv) any unit in a collective investment scheme (whether regulated or unregulated), and (v) any other securities as agreed between the parties from time to time. For the avoidance of doubt, Exchange-Traded Derivatives are not included in the definition of "Securities" for the purposes of this Agreement.

"**Securities Account**" means the account opened and maintained by the Prime Broker in its books, in which the Prime Broker records (i) Securities which it holds for the Counterpart and (ii) short positions effected in accordance with Clause 7 (Securities Lending) of the Agreement.

"**Specified Agreement**" means (i) any master agreement (including, but not limited to, the HK GMSLA and any ISDA Master Agreement) between the Counterpart and the Prime Broker or any Affiliated Company whether already executed at the date of the Agreement or at any time in the future which governs the terms of the transactions entered into between the relevant parties pursuant to any such master agreement, regardless of whether any one or more of such transactions were entered into before or after the execution of any such master agreement, and (ii) any other give-up agreement (including any related documentation), to which both the Prime Broker or any Affiliated Company and the Counterpart (or any agent thereof) are parties, but excluding any agreement governing the terms of an Exchange-Traded Derivative Transaction.

"**Sub-Custody Agreement**" means the agreement between the Depository and the Prime Broker dated on or around the date of this Agreement, pursuant to which the Depository has delegated custody of Financial Instruments to the Prime Broker.

(Capitalised terms used but not defined herein shall have the meaning given to them in the Agreement (whether defined therein or incorporated by reference.)

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

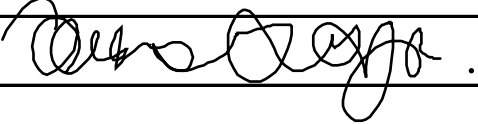
Email

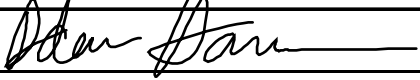
1.4.3 Name

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

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 the Prime Broker

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.