



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.

### General Information

ICAV name

*in full*

BG Master Fund ICAV

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

Description of Charge

A Cross Affiliate Security Netting Supplemental Deed dated 22 January 2021 between, amongst others, BG Master Fund ICAV (the "**Client**"), Credit Suisse Securities, Sociedad De Valores S.A. ("**CSSSV**", as "**Listed Security Trustee**"), Credit Suisse AG, Dublin Branch ("**CSAG DB**", as the "**PB Security Trustee**") and the entities listed in Schedule 1 thereto (the "**Other CS Entities**") (the "**Agreement**")

### Charge Details

Date created

22-Jan-21

Short Particulars of property charged (maximum 250 words)

Pursuant to clause 3.4 of the Agreement the Client agreed to and acknowledged the security trust arrangements contemplated by clauses 3.2 and 3.3 of the Agreement and, for this purpose, agreed that the Pooled Security was created in favour of, and the Client thereby (to the extent necessary) and with full title guarantee, granted the relevant Security Interests in the Security Assets (Cross-Affiliate) to, the applicable Trustee (being the Trustee that was, prior to the entry into of the Agreement, the legal entity entitled to the benefit of the Original Security (whether or not as trustee)) as trustee for the Relevant Secured Creditors as security for the payment, discharge and performance of the Relevant Secured Liabilities. Any Security Interests granted pursuant to clause 3 of the Agreement will, for the avoidance of doubt, form part of the Pooled Security and the terms of such security shall, in all respects except as necessary to give effect to clause 3 of the Agreement and subject to the other provisions of Agreement and the Intercreditor Deed, be the same as the terms of the Original Security. Any Security Interests granted pursuant to clause 3 of the Agreement are without prejudice to the Original Security which remains in full force and effect, subject to clause 3.5 the Agreement.

In this form CH1.1

***Capitalised terms used but not defined herein shall have the meaning ascribed to them in the Agreement, whether defined therein, or incorporated by reference.***

"**CSA**" means any ISDA Credit Support Annex to the Schedule to the ISDA Master Agreement;

"**CSAG**" means Credit Suisse AG acting through any branch or branches;

"**CS Entity**" means each of the CS Parties and each Other CS Entity and CS Entities means all of them;

"**CS Party**" means CSAG DB (or, in respect of the ISDA Master Agreement, CSAG) or CSSSV in any capacity other than as Trustee (including in their capacity as custodian of any Security Assets (Cross-Affiliate) pursuant to the Underlying Agreements). CS Parties means both of them;

"**Intercreditor Deed**" means the Cross-Affiliate Intercreditor Deed relating to the Agreement entered into between the CS Parties, the Trustees and the Other CS Entities dated on or around the date of the Agreement;

of the Agreement,

**"ISDA Master Agreement"** means the ISDA Master Agreement (together with the Schedule thereto and any CSA) dated as of 19 October 2010 between the Client and CSAG;

**"Listed Secured Liabilities"** means the Relevant Administration Liabilities and the Cross-Affiliate Secured Liabilities

**"Listed Security"** means that part of the Pooled Security created in favour of CSSSV and/or the Listed Security Trustee under the terms of the LDTCA and the Agreement and includes all rights in respect of such security;

**"Margining Agreement"** means the Master Prime Brokerage Terms dated 1 July 2016 entered into between inter alios, CSAG DB and the Client:

**"Original Security"** has the meaning ascribed at clause 3.1 of the Agreement

**"PB Security"** means that part of the Pooled Security created in favour of the PB Security Trustee under the terms of the Margining Agreement and the Agreement and includes all rights in respect of such security

**"Pooled Security"** has the meaning ascribed at clause 1.2(1) (Construction) of the Agreement

**"Relevant Secured Creditors"**+ means (i) in respect of the Listed Security, those Secured Creditors entitled to the Listed Secured Liabilities and (ii) in respect of the PB Security, those Secured Creditors entitled to the PB Secured Liabilities

**"Relevant Secured Liabilities"** means (i) in respect of the Listed Security, the Listed Secured Liabilities and (ii) in respect of the PB Security, the PB Secured Liabilities

**"Security Interest"** means any mortgage, charge, lien, pledge, right of set-off, assignment by way of security, hypothecation, encumbrance or other security interest or other agreement or arrangement having a similar effect

**"Security Assets (Cross-Affiliate)"** means all assets of the Client the subject of the Pooled Security and Security Asset (Cross-Affiliate) means any of them

**"Trustee"** means the PB Security Trustee and the Listed Security Trustee in their capacity as trustees of the PB Security Trust and the Listed Security Trust, respectively, and Trustee means each of them

If additional space is required to answer 1.2.2 above, please attach supplementary information to form

**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	<a href="mailto:ahanna@algoodbody.com">ahanna@algoodbody.com</a>

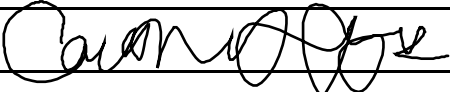
**Persons entitled to the charge**

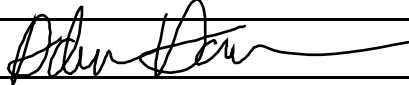
Name	Credit Suisse AG, Dublin Branch
Address	Kilmore House, Park Lane, Spencer Dock, Dublin 1
Email	

Name	Credit Suisse Securities, Sociedad De Valores S.A
Address	Calle Ayala 42 3 Planta-B Madrid, 28001 Spain
Email	

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 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 Credit Suisse

**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](mailto:dataprotection@centralbank.ie). A copy of the Central Bank's Data Protection Notice is available at [www.centralbank.ie/fns/privacy-statement](http://www.centralbank.ie/fns/privacy-statement).*