



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 Prime Brokerage Agreement dated 24 February 2021 between, amongst others, BNP Paribas ("**Prime Broker**") and BG Master Fund ICAV ("**Counterpart**") (the "**Agreement**").

Charge Details

Date created

24-Feb-21

Short Particulars of property charged (maximum 250 words)

Pursuant to clause 15 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), now 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 covenanted 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 now 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 now 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 now 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 (*Appropriation/Rehypothecation of Securities*) of the Agreement.

The rights and assets under (a) to (c) above are together, the "**Secured Assets**".

For the purposes of this Form CH1.1:

"Affiliated Company" means, in relation to the Prime Broker, any undertaking in the Prime Broker's corporate group, within the meaning of Article L. 233-16 of the French Commercial Code (Code de commerce) and includes, without limitation each of the companies named in Appendix 3 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;

"Cleared Counterpart Transaction" has the meaning given to such term in the Clearing Appendix.

"Clearing Appendix" means Appendix 4 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 it in clause 17.4(c) of the Agreement;

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

"Obligations" means, with respect to one party to this Agreement, all of that party's obligations and liabilities of every kind and nature whatsoever under or in connection with this 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;

"Purchase Transaction" means a Transaction of the type detailed as such in Clause 4.1 (Transactions that may be entered into) of the Agreement;

"Sale Transaction" means a Transaction of the type detailed as such in Clause 4.1 (Transactions that may be entered into) of the Agreement;

"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 or share 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 the 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;

"Specified Agreement Transaction" means any transaction entered into subject to the terms of a Specified Agreement, but excluding any Exchange-Traded Derivative Transaction; and

"Transaction" means a Purchase Transaction, a Sale Transaction, an Exchange-Traded Derivative Transaction and/or a Cleared Counterpart Transaction, as the context requires, and, unless the context otherwise requires, a Specified Agreement Transaction.

Capitalised terms used but not defined herein shall have the meaning ascribed 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

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

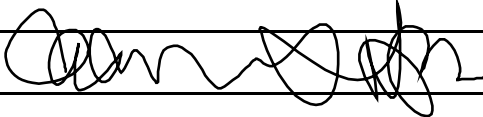
Persons entitled to the charge

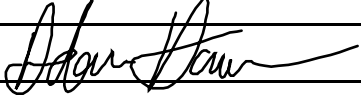
Name	BNP Paribas
Address	16 Boulevard des Italiens, 75009 Paris, France
Email	

Name	
Address	
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 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.