



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

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

GoldenTree High Yield Value Master Fund ICAV

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

1.1.2 Description of Charge

An institutional account agreement dated 22 July 2020 (together with any attached supplements thereto) between GoldenTree High Yield Value Master Fund ICAV (the "**ICAV**") acting solely in respect of its specified sub-fund GoldenTree High Yield Value Master Fund Portfolio A (the "**Sub-Fund**" and, the ICAV, acting solely in respect of the Sub-Fund, the "**Client**") and J.P. Morgan Securities LLC ("**JPMS**"), JP Morgan Chase Bank, N.A., J.P. Morgan Securities PLC and J.P. Morgan Prime Inc. (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

22-Jul-20

1.2.2 Short Particulars of property charged (maximum 250 words)

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

(A) any account maintained for the Client by or with any JP Morgan Entity;

(B) all property at the date of the IAA or thereafter 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;

(C) all rights Client has in any Obligation of any JP Morgan Entity, all rights the Client has in or to any Activity, and all rights the Client has in any unsettled transactions; and

(D) all Proceeds of or distributions on any of the foregoing.

Definitions

"Activity" means all transactions (including Clearing Transactions), confirmations, agreements (including the IAA and Governing Agreements), loans and other extensions of credit, in each case that would constitute a contractual commitment, and any guaranty between or among one or more JP Morgan Entities and the Client, whenever arising;

"Clearing Transactions" means all actions, agreements, 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, loans (including whole mortgage loans and bank debt), currencies, commodities or derivatives, in each case, for the Client by any JP Morgan Entity and all transactions in which any JP Morgan Entity 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 securities 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, excluding this Agreement, between the Client and one or more JP Morgan Entities with respect to a particular Activity 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 Prime Inc. and any other JPM Affiliate notified to the ICAV 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:

(i) 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:

(A) a requirement to make a margin payment or settlement payment or to maintain Margin;
(B) any Clearing Obligation;
(C) any requirement hereunder or with respect to an Activity; and (iv) any "debt" as defined in the Code; and

(ii) any obligation or requirement you have to liquidate or otherwise reduce a position, account or Activity, 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;

"Securities Intermediary" shall have the meanings as set forth in the NYUCC.

Capitalized terms used but not defined therein shall have the meanings ascribed to them in the IAA.

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

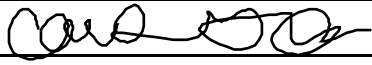
Email


1.4.4 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 JPMorgan

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.