



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

Select Alternative Strategies II ICAV

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

1.1.2 Description of Charge

Customer Agreement dated 28 April 2020, supplemented by the AIFMD (Full Depositary) Annex to the Customer Agreement (the "**Full Depo Annex**") dated 28 April 2020 and the Ireland Annex to the Customer Agreement dated 28 April 2020 (the "**Ireland Annex**"), between Credit Suisse Securities (USA) LLC ("**CSSU**") and Select Alternative Strategies II ICAV, an umbrella fund with segregated liability between sub-funds, solely on behalf of Nineteen77 Environmental Focus Fund (EU) (the "**Customer**"), (the "**Agreement**").

1.2 Charge Details

1.2.1 Date created

28/04/2020

1.2.2 Short Particulars of property charged (maximum 250 words)

Pursuant to paragraph 3(a) of the Agreement, as amended by clause 2 of the Ireland Annex, as security for the payment and performance by Customer of all of its Obligations to any CS Entity (which Obligations Customer thereby covenanted to pay or perform as appropriate) Customer thereby charged in favour of CSSU, as the trustee, by way of first fixed charge:

(i) any and all right, title and interest of Customer to and in the Financial Collateral Assets held by or on behalf of CSSU;

(ii) any and all rights to, in and/or under the Contracts; and

(iii) any and all right, title and interest of Customer to and in all Collateral which does not constitute Financial Collateral Assets to the extent not charged in (ii) or (ii) above, (together, the **Security**).

"Account" means any deposit, custody, securities, commodity, or other accounts for Customer, including without limitation any Customer Account.

"Collateral" means (i) each deposit, custody, security, commodity or other account maintained by Customer with any of the CS Entities, including, but not limited to any and all Accounts; (ii) any cash, securities, financial assets, security entitlements, commodities, commodities contracts, general intangibles and other property which may from time to time be deposited, credited, held or carried in any such Account, or that is delivered to or in the possession or control of any of the CS Entities or any of the CS Entities' agents for any purpose, including safekeeping; (iii) all of Customer's rights, title or interest in, to or under any Contract with any of the CS Entities, including obligations owed by any CS Entity; (iv) all of Customer's security interests (or similar interests) in any property of any CS Entity securing any CS Entity's obligations to Customer under any Contract; (v) any property of Customer in which any of the CS Entities is granted a security interest under any Contract or otherwise (howsoever held); (vi) all income and profits on any of the foregoing, all dividends, interest and other payments and distributions with respect to any of the foregoing, all other rights and privileges appurtenant to any of the foregoing, including any voting rights and any redemption rights, and any substitutions for any of the foregoing; and (vii) all proceeds of any of the foregoing, in each case whether existing at the date of the Agreement or owned by Customer or thereafter arising or acquired.

"Contracts" means the Agreement as well as any other agreement as to which Customer is a party, has any obligations or holds any rights.

"Credit Claim" means a pecuniary claim arising out of an agreement under which a credit institution, as defined in Article 4(1) of the Recast Credit Institutions Directive, including the institutions listed in Article 2 of that Directive, grants credit in the form of a loan.

"CS Entities" means any of the current and future subsidiaries, parents, affiliates, or divisions of CSSU

"Customer Account" means an account in Customer's name for the purpose of transacting business with CSSU.

"Financial Collateral" means cash (being money credited to an Account, or a claim for the repayment of money), Financial Instruments or Credit Claims provided under a financial collateral arrangement, but does not include shares in a company whose exclusive purpose is: (a) to own means of production that are essential for the collateral provider's own business; or (b) to own real property.

"Financial Collateral Assets" means any Collateral that constitutes Financial Collateral.

"Financial Instruments" means:

- (a) shares in companies;
- (b) securities equivalent to shares in companies;
- (c) bonds or other forms of debt instruments if negotiable on the capital market;
- (d) any securities (other than instruments referred to in subparagraphs (a) to (c)) that are normally dealt in and give the right to acquire any such shares, bonds or other securities by subscription, purchase or exchange,
- (e) any securities (other than instruments referred to in subparagraphs (a) to (c) and instruments of payment) that give rise to a cash settlement;
- (f) units in collective investment undertakings;
- (g) money market instruments; or
- (h) claims relating to, or rights in or in respect of, shares, securities, bonds, and instruments of a kind referred to in subparagraphs (a) to (g).

"Obligation" means any principal balance of, accrued but unpaid interest on, and any other obligation or liability owing in respect of, any Account or Contract

Capitalized terms used but not defined herein shall have, unless otherwise specified in the Depo Annex and the Ireland Annex, the meanings ascribed to them in the Agreement.

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, 25- 28 North Wall Quay, IFSC, Dublin 1, D01 H104

Email

ahanna@algoodbody.com

1.4

Persons entitled to the charge

1.4.1

Name

Credit Suisse Securities (USA) LLC

Address

CS Sec USA LLC, Legal Agreement Negotiations Americas, YADE 4
6933 Louis Stephens Drive, Raleigh NC 27560, United States of America

Email

angela.chien@credit-suisse.com

1.4.2

Name

Address

Email

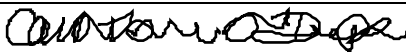
1.4.3

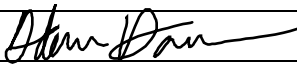
Name

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 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 CSSU

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.