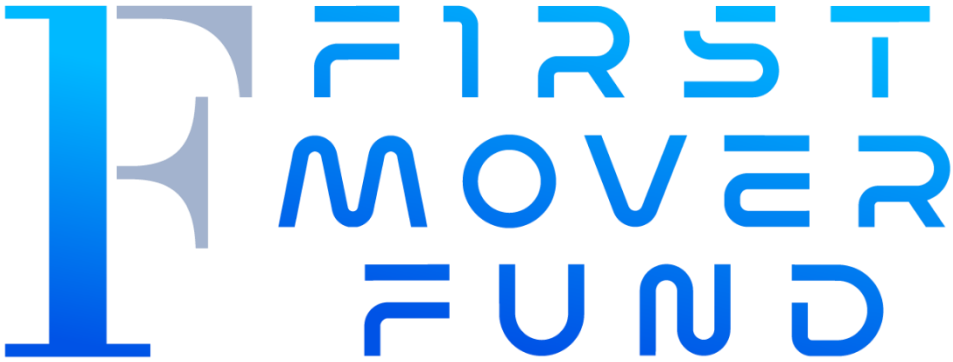
FIRST MOVER FUND, LP

AMENDED AND RESTATED

LIMITED PARTNERSHIP AGREEMENT



Dated April 15th, 2026

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FIRST MOVER FUND, LP
AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT of First Mover Fund, LP, a Delaware limited partnership (the "Partnership"), dated April 15th 2026, is made and entered into by and between the General Partner, the Initial Limited Partner and the parties listed as limited partners in the books and records of the Partnership, as Limited Partners. The General Partner and Limited Partners are collectively referred to as the "Partners."

WHEREAS, the Partnership was formed as a limited partnership under the laws of the State of Delaware by the filing of a Certificate of Limited Partnership for the Partnership in the Office of the Secretary of State of the State of Delaware and pursuant to a limited partnership agreement (the "Original Agreement"); and

WHEREAS, the parties desire to amend and restate the Original Agreement in its entirety, as hereinafter set forth, to reflect the revision of certain provisions and the continuation of the business of the Partnership.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree that the Original Agreement shall be amended and restated in its entirety to read as follows:

SECTION 1. DEFINITIONS.

In addition to any other terms defined in the other sections of this Agreement, the following terms shall have the respective meanings set forth below for purposes of this Agreement:

"Act" has the meaning set forth in Section 2.1(a).

"Additional Limited Partner" has the meaning set forth in Section 3.1(c).

"Adjusted Capital Account" means with respect to any Partner, the balance in such Partner's Capital Account as of the end of the relevant Fiscal Period, after giving effect to the following adjustments:

(a) increasing it for any amount which the Partner is obligated to contribute or is treated as being obligated to contribute to the Partnership pursuant to Treasury Regulation Sections 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or Treasury Regulation Sections 1.704-2(g)(l) and (i)(5) (i.e., the Partners' share of Partnership Minimum Gain and Partner Minimum Gain); and

(b) reducing it for any items described in Treasury Regulation Sections 1.704-l(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently with it and applied accordingly.

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Adjusted Capital Account as of the end of the Fiscal Period.

"Advisory Committee" has the meaning set forth in Section 5.8(a).

"Affiliate" means with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition the phrase "controls, is controlled by, or is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Amended and Restated Limited Partnership Agreement between the General Partner, the Limited Partners and the Initial Limited Partner, as it may be amended or restated from time to time.

"Alternative Investment Vehicle" has the meaning set forth in Section 5.11.

"Applicable Tax Rate" means the higher of (i) the combination of the highest marginal federal, state, and local income tax rates (plus to the extent applicable, Medicare or self-employment taxes) payable by individuals who are resident in the State of California taking into account the character of the income or (ii) the Combined Tax Rate, as calculated by the General Partner in its reasonable discretion.

"Assignee" has the meaning set forth in Section 11.2(a).

"Available Proceeds" means all proceeds of the Partnership, including, but not limited to, cash, securities and other in-kind property, from whatever source, including, but not limited to, proceeds from operations, investments or the disposition of, or distributions from, a Portfolio Investment, but excluding Short-Term Holdings, less an amount reasonably necessary for the payment of the Partnership's liabilities, reasonable reserves, contingencies, anticipated obligations and other obligations (including for the avoidance of doubt, the Management Fee and other Partnership Expenses) and the maintenance of adequate working capital for the continued conduct of the Partnership's business, each as determined by the General Partner in its discretion. For the avoidance of doubt, Available Proceeds do not include Capital Contributions.

"Bank Holding Company Act Partner" means any Limited Partner that is subject to the U.S. Bank Holding Company Act of 1956, as amended.

"Bankruptcy" of a Partner shall mean (a) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code or any other federal, state or non-U.S. insolvency law, or a Partner's filing an answer consenting to or acquiescing in any such petition, (b) the making by a Partner of any assignment for the benefit of its creditors, (c) the expiration of sixty (60) days after the filing of an involuntary petition under Title 11 of the United States Code, an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal, state or non-U.S. insolvency law, provided that the same shall not have been vacated, set aside or stayed within such sixty (60)-day period or, within sixty (60) days after the expiration of any such stay, the same is not vacated, (d) the commencement of liquidation proceedings (including the filing of any petition therefor), whether voluntary or compulsory, of a Partner or (e) the entry against a

Partner of a final and non-appealable order for relief under any bankruptcy, insolvency, or similar law now or hereafter in effect. The foregoing definition shall, with respect to the General Partner, be deemed to replace Sections 17-402(a)(4) and (5) of the Act.

"Benefit Plan Investor" means (i) an employee benefit plan subject to the provisions of Part 4 of Subtitle B of Title I of ERISA, (ii) an individual retirement account, annuity or other "plan" subject to Code Section 4975 or (iii) an entity the assets of which are deemed to be plan assets of an employee benefit plan or an individual retirement account or annuity under the Plan Asset Regulation.

"Bridge Financing" has the meaning set forth in Section 3.8.

"Business Day" means any day other than a Saturday or Sunday or any other day on which commercial banks are closed in New York, New York.

"Capital Account" has the meaning set forth in Section 3.5(a).

"Capital Contribution" means, with respect to any Partner, the cash contribution and the value of all property contributed by such Partner to the Partnership, as determined by the General Partner, pursuant to Section 3.1 and Section 3.2.

"Carbon Credit" means any tradeable certificate or permit, whether in physical or electronic form, that represents the right to emit one ton of carbon dioxide or the equivalent amount of a different greenhouse gas.

"Carried Interest" means the General Partner's share of profits as determined pursuant to Section 4.2 and finalized through the True-Up. The General Partner may, in its discretion, waive or reduce the General Partner's right to Carried Interest in respect of any Limited Partner in a separate side letter or similar agreement entered into pursuant to Section 13.7.

"Carrying Value" means with respect to any Partnership asset, the asset's adjusted basis for purposes of maintaining Capital Accounts, as adjusted in accordance with Treasury Regulation section 1.704-1(b)(1)(iv).

(a) the initial Carrying Value of any asset contributed by a Partner to the Partnership shall be the fair market value of such asset at the time it is accepted by the Partnership, unreduced by any liability secured by such asset;

(b) the Carrying Values of all Partnership assets shall be adjusted to equal their respective fair market values, unreduced by any liabilities secured by such assets, as of the following times: (i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution or the grant of other than a *de minimis* interest for services; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of cash or other property as consideration for an interest in the Partnership, and (iii) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g), *provided* that an adjustment described in clauses (i) and (ii) of this paragraph shall be made only if the General Partner reasonably determines that such an adjustment is necessary or appropriate to reflect the relative economic interests of the Partners of the Partnership;

(c) the Carrying Value of any Partnership asset distributed to any Partner shall be adjusted to equal the fair market value of such asset, unreduced by any liability secured by such asset, on the date of distribution as determined by the General Partner; and

(d) the Carrying Value of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b); but only to the extent that such adjustments are taken into account in determining Capital Accounts.

If the Carrying Value of an asset of the Partnership is different than its adjusted tax basis, the Carrying Value shall be adjusted appropriately by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Cause" has the meaning set forth in Section 5.7(c).

"Certificate of Limited Partnership" means the Certificate of Limited Partnership of the Partnership, as amended or restated from time to time.

"CFIUS" means the Committee on Foreign Investment in the United States.

"CFIUS Regulations" means the regulations governing the CFIUS process that are codified at chapter VIII of title 31 of the Code of Federal Regulations.

"Claim" means any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Combined Tax Rate" means an assumed rate as set by the General Partner reflecting the highest applicable income tax rate for a Fiscal Year prescribed for any member of the General Partner taking into account the character of the income.

"Commitment" means, with respect to any Partner, the dollar amount specified as such Partner's commitment in connection with such Partner's admission to the Partnership (as may be adjusted in accordance with this Agreement), which amount shall be set forth on the books and records of the Partnership.

"Confidential Information" has the meaning set forth in Section 10.4(a).

"Consulting Fees" has the meaning set forth in Section 8.1(c).

"GEG" means Green Earth Group NV.

"GEG Portfolio Project" means a Portfolio Project developed by GEG.

"Default Rate" means an annual compounded rate of interest equal to the Prime Rate plus eight percent (8%).

"Defaulting Partner" has the meaning set forth in Section 3.6(a).

"Depreciation" means for any Fiscal Period, an amount equal to the depreciation, amortization or other cost-recovery deduction allowable in respect of an asset for such Fiscal Period, except that if the Carrying Value of any asset differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such Fiscal Period, Depreciation shall be an amount that bears the same ratio to such beginning Carrying Value as the U.S. federal income tax depreciation, amortization or other cost-recovery deduction for such Fiscal Period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Period is zero, Depreciation shall be determined with reference to such beginning Carrying Value using any reasonable method approved by the General Partner and that is permitted under the Code and Treasury Regulations.

"DPA" means section 721 of the Defense Production Act of 1950, as amended, codified at 50 U.S.C. § 4565.

"ECI" means, for a Non-U.S. Partner, income "effectively connected with the conduct of a trade or business within the United States," as defined in Code Section 864(b) as in effect on the date of the Initial Closing. For the avoidance of doubt, income described in Code Section 897 shall be treated as "effectively connected with the conduct of a trade or business within the United States" for purposes of this definition.

"Escrow Account" has the meaning set forth in Section 4.9(b).

"ERISA" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"FIRRMA" means the Foreign Investment Risk Review Modernization Act of 2018, as amended.

"Fiscal Date" means, unless otherwise determined by the General Partner, (a) the last day of each Fiscal Year, (b) the day before the date any new or additional Commitment is made to the Partnership; (c) the date as of which a Partner withdraws all or any portion of its Capital Account; (d) the date of dissolution of the Partnership; or (e) any other date appropriate for a closing of the Partnership's books as determined by the General Partner in its discretion.

"Fiscal Period" means for the first Fiscal Period, the period commencing on the date of this Agreement and ending on the next succeeding Fiscal Date, and for any subsequent Fiscal Period, the period commencing on the day after a Fiscal Date and ending on the next succeeding Fiscal Date.

"Fiscal Year" has the meaning set forth in Section 2.6.

"Follow-On Investments" means investments related to or intended to preserve or enhance the value of investments in existing Portfolio Projects, including with respect to the exercise of pre-emptive rights, warrants or options.

"Follow-Up Investments" means potential Portfolio Investments under active consideration by the Partnership pursuant to a written memorandum of understanding, letter of intent or other written commitment, whether or not binding.

"General Partner" means First Mover GP LLC, a Delaware limited liability company, together with its successors and assigns permitted hereunder, and any additional or substitute

general partner of the Partnership admitted as such pursuant to this Agreement in its capacity as general partner of the Partnership.

"Governmental Plan Partner" means any Limited Partner that is either a "governmental plan" as defined in Title 29, Section 1002(32) of the United States Code or an employee benefit plan subject to regulation under applicable state laws that are similar in purpose and intent to ERISA.

"GP Affiliated Person" means each of the Principal, the General Partner, the Management Company, their Affiliates and/or their respective owners, members, shareholders, partners, agents and/or employees.

"Initial Closing" means the date of the first sale of an Interest to a Limited Partner other than the Initial Limited Partner.

"Initial Limited Partner" means the sole limited partner of the Original Agreement.

"Interest" means the entire limited partnership interest owned by a Limited Partner in the Partnership at any particular time, including the rights of such Limited Partner to any and all benefits to which such Limited Partner may be entitled as provided in this Agreement, together with the obligations of such Limited Partner to comply with all the terms and provisions of this Agreement.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investment Period" has the meaning set forth in Section 3.3.

"Key Person Event" has the meaning set forth in Section 5.6(a).

"Liability" means any liability or obligation that the Partnership would be required by this Agreement or otherwise to pay if it had adequate funds, including (i) the expenses of investigating, defending or handling any pending or threatened litigation or claim arising out of the Partnership's activities, investments or business, (ii) the amount of any judgment or settlement arising out of such litigation or claim, (iii) the Partnership's obligation to return proceeds to a Portfolio Project, (iv) the Partnership's obligation to indemnify any Partner or other Person pursuant to Section 7.4 or otherwise, or (v) other liability or obligation determined by the General Partner in its discretion in good faith.

"Limited Partner Representatives" has the meaning set forth in Section 10.4(a).

"Limited Partners" means the Limited Partners set forth in the books and records of the Partnership from time to time in accordance with the terms and conditions hereof.

"Majority (or other fraction or percentage) in Interest" means, in connection with any provision providing for a majority (or such other fraction or percentage) vote or consent by the Limited Partners under this Agreement, the Limited Partners, other than any GP Affiliated Persons and Defaulting Partners, whose Percentage Interest exceeds fifty percent (50%) (or is equal to at least such other fraction or percentage) of the Percentage Interests of all Limited Partners, other than any GP Affiliated Persons and Defaulting Partners.

"Management Company" means Vanderstyn Inc., a Delaware corporation.

"Management Fee" has the meaning set forth in Section 8.1(a).

"Marketable Securities" means securities that are freely tradable by the holder thereof. For purposes of the preceding sentence, securities shall be deemed to be freely tradable if (a) such securities are generally traded on one (1) or more established public markets or such securities are equivalent to securities traded on one (1) or more established public markets; (b) such securities can be sold by a Limited Partner, in compliance with Rule 144(b) under the Securities Act or otherwise; and (c) such securities are not subject to any "lock-up" or other contractual restrictions on transfer. For purposes of determining whether securities distributed to a Limited Partner are "marketable," there shall be taken into account only such restrictions and limitations on the transferability thereof as apply to the Limited Partners generally (and there shall not be taken into account restrictions and limitations specifically applicable to a particular Limited Partner, such as restrictions applicable to a Limited Partner that is an Affiliate of the issuer of such securities).

"Minimum Commitment" has the meaning set forth in Section 3.1(a).

"Non-U.S. Partner" means, with respect to any determination hereunder, any Limited Partner that is not (or any Limited Partner that is a flow-through entity for U.S. federal income tax purposes that has a partner or member that is not) a "United States person" (within the meaning of Code Section 7701(a)(30)) and that has notified the General Partner in writing of such status at any time prior to such determination.

"Nonrecourse Deduction" is defined in the same manner as in Treasury Regulation Section 1.704-2(b).

"Offending Persons" has the meaning set forth in Section 5.7(c).

"Offering Memorandum" means the confidential private placement memorandum of the Partnership, as it may be amended from time to time.

"Organizational Expenses" has the meaning set forth in Section 8.2(c).

"Original Agreement" has the meaning set forth in the recitals.

"Over Distribution" has the meaning set forth in Section 4.9(a).

"Parallel Fund" has the meaning set forth in Section 5.12(a).

"Partner Minimum Gain" is defined the same as the term "partner non-recourse debt minimum gain" is defined in Treasury Regulation Section 1.704-2(i)(2).

"Partner Nonrecourse Deduction" has the meaning ascribed to "partner nonrecourse deduction" in Treasury Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"Partners" has the meaning set forth in the first paragraph of this Agreement.

"Partnership" means First Mover Fund, LP, the Delaware limited partnership referred to in the first paragraph of this Agreement.

"Partnership Audit Provisions" means Code Sections 6221 through 6241, as may be amended, and including any Treasury Regulations or other administrative guidance promulgated

by the Internal Revenue Service thereunder or successor provisions and any comparable provision of non-U.S. or U.S. state or local law.

"Partnership Expenses" means all costs and expenses of the Partnership, referred to in Section 8.2(b) including, for the avoidance of doubt, the Management Fee and the Organizational Expense.

"Partnership Legal Matter" has the meaning set forth in Section 13.8(b).

"Partnership Minimum Gain" has the meaning ascribed to "partnership minimum gain" in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Percentage Interest" for each Partner, means the Commitment of such Partner, divided by the aggregate Commitments of all Partners, as adjusted pursuant to Section 3.6, provided, that the Limited Partners and the limited partners of any Parallel Fund shall vote together as a single partnership and therefore, if a Parallel Fund is formed, for purposes of determining whether the consent of a Majority (or other fraction or percentage) in Interest of the Limited Partners has been obtained, the Percentage Interest of the Limited Partners shall be determined by reference to the Commitments of the Limited Partners and the commitments of the Parallel Fund's limited partners.

"Permitted Successor Fund" has the meaning set forth in Section 5.13.

"Person" means any individual, corporation, joint stock company, association, partnership, joint venture, limited liability company, trust, estate, governmental entity or other legal entity or organization.

"Plan Asset Regulation" means the U.S. Department of Labor regulation codified at 29 C.F.R. §2510.3-101, as amended by Section 3(42) of ERISA.

"Portfolio Carbon Credit" means any Carbon Credit held by the Partnership.

"Portfolio Investment" means any investment of the Partnership, including Portfolio Projects and Carbon Credits, but excluding Short-Term Holdings.

"Portfolio Project" means the environmental, sustainability, and natural resource projects that the Partnership invests in.

"Preferred Return" Preferred Return" means an annual return of eight percent (8%) on a Limited Partner's time-weighted invested capital, calculated on a non-compounding basis and accruing daily based on actual days invested (or a 365-day year), unless otherwise determined by the General Partner.

"Prime Rate" means the current annual rate of interest published by the Wall Street Journal as the "Prime Rate."

"Principal" means S.A.M. Duijvestijn and his successor(s) permitted hereunder.

"Private Foundation Partner" means any Limited Partner that is, or whose equity interests are at least partially owned by, a "private foundation" as described in Code Section 509.

"Proceeding" has the meaning set forth in Section 13.11(b).

"Profit and Loss" means for each Fiscal Year or other period, the Taxable Income or Loss of the Partnership, or particular items thereof, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 702(a) shall be included in Taxable Income or Loss), with the following adjustments: (a) any income of the Partnership that is exempt from federal income taxation and not otherwise taken into account in computing Profit and Loss shall be added to such Taxable Income or Loss; (b) gain or loss resulting from any disposition of any Partnership asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Carrying Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Carrying Value; (c) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Period; (d) upon an adjustment to the Carrying Value of any asset, pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as gain or loss in computing such Taxable Income or Loss; (e) any expenditure of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-l(b)(2)(iv)(i), and not otherwise taken into account in computing Profit or Loss pursuant to this definition, shall be subtracted from such Taxable Income or Loss; (f) to the extent an adjustment to the adjusted tax basis of any asset included in any Portfolio Investment pursuant to Code Section 734(b) is required pursuant to Treasury Regulations Section 1.704-l(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for the purposes of computing Profit and Loss; and (g) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 6.2, Section 6.3 and Section 6.5 shall not be taken into account.

"Protected Person" has the meaning set forth in Section 7.3.

"QP Limited Partners" has the meaning set forth in Section 5.12(b).

"QP Parallel Fund" has the meaning set forth in Section 5.12(b).

"Qualified Purchaser" means "qualified purchaser," as such term is defined in section 2(a)(51) of the Investment Company Act.

"Regulatory Allocations" has the meaning set forth in Section 6.3.

"Securities Act" means the Securities Act of 1933, as amended.

"Short-Term Holding" means cash, cash equivalents (e.g., certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes), U.S. Treasuries with a remaining maturity of 60 days or less and/or shares of registered money market funds.

"Subscription Agreement" means a subscription agreement of a Limited Partner with the Partnership for the purchase of an Interest, in a form acceptable to the General Partner in its discretion.

"Subsequent Closing" means each closing of the Partnership for up to eighteen (18) months after the Initial Closing, provided, however, that the General Partner may extend this eighteen (18)-month period by an additional six (6) months with the consent of the Advisory Committee or a Majority in Interest of the Limited Partners, so long as such consent is obtained prior to the end of this eighteen (18)-month period; provided, further, that any investor that was actively evaluating a subscription for an Interest on or prior to the date of the final Subsequent Closing may be admitted to the Partnership within seventy-five (75) days after such date.

"Substitute Partner" has the meaning set forth in Section 11.2(b).

"Suspension" has the meaning set forth in Section 5.6(a).

"Target Commitment" means twenty-five million dollars ($25,000,000).

"Tax Exempt Partner" means any Limited Partner that is (or any Limited Partner that is a flow-through entity for U.S. federal income tax purposes that has a partner or member that is) exempt from income taxation under Code Section 501(a).

"Taxable Income or Loss" means the net taxable income or loss of the Partnership as defined for federal income tax purposes.

"Term" has the meaning set forth in Section 12.1(a).

"Treasury Regulations" means the regulations promulgated by the U.S. Treasury Department under the Code, as such regulations may be amended from time to time.

"Transaction Fees" has the meaning set forth in Section 8.1(c).

"Transfer" means any voluntary or involuntary disposition (including a disposition by operation of law) of an Interest, or a contract or attempt to make any such disposition. This term shall include a sale, exchange, assignment, transfer, gift, pledge or encumbrance or an involuntary disposition.

"Transferee" means a Person who acquires its Interest by reason of a Transfer in a manner permitted under this Agreement, but who has not become a Substitute Partner.

"True-Up" means the final reconciliation of all allocations and distributions pursuant to Section 4.9. The True-Up shall be final and binding on all Partners and shall supersede any interim allocations, distributions, or capital account balances for purposes of determining each Partner's ultimate economic entitlement.

"UBTI" means, for a Tax Exempt Partner, income that is treated as unrelated business taxable income as defined in Code Sections 512 and 514 as in effect on the date of the Initial Closing.

"Unfunded Commitment" means with respect to any Partner on any date, an amount equal to the sum of the following: (a) such Partner's Commitment, minus (b) such Partner's Capital Contributions made on or prior to such date, plus (c) any other amount distributed or returned to such Partner pursuant to a provision in this Agreement that provides for such amounts distributed or returned to increase such Partner's Unfunded Commitment.

"VCOC" means a "venture capital operating company" under the applicable U.S. Department of Labor regulations.

"$" means United States dollars.

SECTION 2. ORGANIZATION.

2.1 Formation of Limited Partnership; Initial Limited Partner.

(a) The General Partner has filed the Certificate of Limited Partnership on behalf of the Partnership to form the Partnership pursuant to and in accordance with the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act"). The Partnership hereby issues, and the undersigned General Partner and Limited Partners hereby acquire, Interests with the rights and obligations set forth in this Agreement and in accordance with the Act.

(b) Upon the admission of a Limited Partner other than the Initial Limited Partner, the Initial Limited Partner shall be deemed to have withdrawn from the Partnership as a limited partner of the Partnership and, upon such withdrawal, the Initial Limited Partner shall have the Initial Limited Partner's capital contribution to the Partnership returned to the Initial Limited Partner without any interest or deduction and the Initial Limited Partner shall thereafter have no further interest in the Partnership. The parties hereby ratify and adopt all the General Partner's acts involved in forming the Partnership and continue the Partnership pursuant to the Act.

2.2 Name. The name of the Partnership is and shall be "First Mover Fund, LP," or such other name as the General Partner shall from time to time select, provided that the words "Limited Partnership" or the abbreviations "LP" or "L.P." shall be included in the name as required by the Act. At no time during the continuation of the Partnership shall any value be placed upon the Partnership name, or the right to its use, or the goodwill, if any, attached thereto, either as between the Partners or for the purpose of determining any interest of any withdrawing Partner, nor shall the personal representatives of any deceased Partner have any right to claim any such value. Upon the termination of the Partnership, neither the Partnership's name, nor the right to its use, nor the goodwill, if any, attached thereto shall be considered as an asset of the Partnership, and no valuation shall be put thereon for the purpose of liquidation or distributions, or for any other purpose whatsoever.

2.3 Partnership Objective. The Partnership's primary objective is to generate attractive returns on its investments by employing the investment strategy described in the Offering Memorandum. In addition, the Partnership will engage in such other activities as are permitted hereby or under the Act or are incidental or ancillary thereto as the General Partner shall deem necessary or advisable, all upon the terms and conditions set forth in this Agreement.

2.4 Principal Place of Business. The Partnership's principal place of business shall be at the principal office of the General Partner or such other place or places as the General Partner may from time to time select.

2.5 Registered Agent and Office. The Partnership shall have and maintain in the State of Delaware a registered office and a registered agent, both as designated by the General Partner from time to time, in accordance with Section 17-104 of the Act.

2.6 Fiscal Year. The fiscal year of the Partnership shall commence on January 1 and end on December 31 ("Fiscal Year"), except that the initial Fiscal Year shall commence on the Initial Closing and the final Fiscal Year shall end on the date on which the winding up of the Partnership under Section 12.2 is completed. Except as otherwise required by applicable law, the Partnership shall have the same Fiscal Year for income tax purposes and for accounting purposes.

2.7 Qualification in Other Jurisdictions. Subject to applicable law, the General Partner may cause the Partnership to be qualified to do business or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the General Partner deems it necessary or desirable. The General Partner may execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Partnership to qualify to do business in a jurisdiction in which it may wish to conduct business.

2.8 Partnership Treatment. The Partnership shall be treated as a partnership for U.S. federal income tax purposes and no election to the contrary shall be made.

SECTION 3. COMMITMENTS AND CAPITAL CONTRIBUTIONS; PARTNERS' ACCOUNTS; ALLOCATIONS.

3.1 Commitments; Additional Limited Partners.

(a) The minimum Commitment from a Limited Partner is two hundred thousand dollars ($200,000) (the "Minimum Commitment"); provided that the General Partner may waive such minimum requirement in its discretion. On or about the final Subsequent Closing, one or more of the GP Affiliated Persons shall make aggregate Commitments at least equal to one percent (1%) of total Commitments from the Limited Partners that are not GP Affiliated Persons.

(b) Subject to Section 3.1(a), the General Partner may, on and after the date of this Agreement but prior to the date of the final Subsequent Closing (determined in accordance with the definition thereof), admit to the Partnership Limited Partners who shall, by executing a Subscription Agreement, agree to adhere to and be bound by the terms of this Agreement. Each Limited Partner shall be admitted upon the General Partner countersigning and accepting such additional Limited Partner's signed Subscription Agreement. The General Partner may, with the consent of a Limited Partner, reduce such Limited Partner's Commitment, which would cause the aggregate Capital Commitments to the Partnership to be commensurately reduced.

(c) Each Limited Partner making a new or additional Commitment at a Subsequent Closing (such additional Limited Partner or, with respect to a Limited Partner making an additional Commitment, the Limited Partner to the extent of the increase in its Commitment, an "Additional Limited Partner") shall be subject to the same terms and conditions of the Partnership that apply to the Limited Partners at the Initial Closing. Notwithstanding the foregoing, an Additional Limited Partner, shall contribute at the time of its admission to the Partnership (or such other time determined by the General Partner): (i) 100% of the Additional Limited Partner's Commitment (other than an amount equal to such Additional Limited Partner's Capital Contributions for the Management Fee); (ii) 100% of the amount of the Additional Limited Partner's Capital Contributions for Management Fees; and (iii) Additional Limited Partners shall participate in the Fund on a time-weighted basis without the application of any fees, premiums, or interest-based adjustments related to the timing of admission.

3.2 Capital Contributions.

(a) The Partners shall make Capital Contributions to the Partnership in immediately available funds upon at least ten (10) Business Days' notice; provided, that the General Partner may, and intends to, make an initial call of Capital Contributions equal to one hundred percent (100%) of each Limited Partner's Commitment on or about the date upon which such Limited Partner is admitted to the Partnership. The General Partner will call Capital Contributions in accordance with and generally in proportion to the Partners respective Unfunded Commitments, subject to any adjustments pursuant to Section 3.1, at such times and in such amounts as determined by the General Partner in its discretion for Partnership Expenses and any other matter determined appropriate by the General Partner, including pursuant to Section 3.7; provided that if the General Partner calls Capital Contributions for the Management Fee, the General Partner will call Capital Contributions based on the Management Fee allocable to each Limited Partner.

(b) Each Capital Contribution made by a Partner to the Partnership shall be made in cash.

(c) Notwithstanding anything contained herein to the contrary, the General Partner may accept Capital Contributions from a Partner in an amount that exceeds the amount requested by the General Partner pursuant to capital calls, including, for the avoidance of doubt, the Capital Contributions of Limited Partners whose respective Commitments are less than or equal to the Minimum Commitment, as provided in Section 3.2(a). The amount of capital contributed by a Partner in excess of the amount of capital that such Partner would have contributed had such Partner contributed capital as requested by the General Partner pursuant to capital calls shall be considered as an advance fulfillment of the eventual obligation of such Partner to contribute capital to the Partnership and shall not accrue interest. Any such advanced amounts shall not (i) be treated as a Capital Contribution available to the Partnership until such time as such amounts would have been requested by the General Partner pursuant to the terms of this Agreement, or (ii) be deemed delivered to the Partnership for purposes of the right of such Partner to any allocations or distributions pursuant to the terms of this Agreement, and the General Partner may make any other necessary adjustments, in good faith, to further the intended economic arrangement with respect to such advanced amounts.

(d) Notwithstanding that Capital Contributions are generally funded in full upon admission, allocations and distributions shall be determined on a time-weighted basis to reflect differences in the timing of such contributions.

3.3 Investment Period. The General Partner may deploy capital called pursuant to Section 3.2(a), from time to time, into new Portfolio Projects during the period commencing as of the Initial Closing and ending on the fifth anniversary of the final Subsequent Closing (the "Investment Period"), unless the Investment Period is terminated pursuant to Section 5.6(b). After the sooner to occur of the expiration or termination of the Investment Period or the commencement of a Suspension until such Suspension has been lifted, the General Partner may not use the Partnership's capital, except (a) to pay Partnership Expenses (including indemnification obligations and the Management Fees), (b) to make Follow-On Investments in existing Portfolio

Projects, provided that in the case of a Suspension, only if such Follow-On Investments are approved by the Advisory Committee or a Majority in Interest of the Limited Partners, (c) to make Follow-Up Investments under active consideration by the Partnership prior to the end of the Investment Period or, in the case of a Suspension, prior to the date of such Suspension, and (d) to make investments in Portfolio Carbon Credits.

3.4 Available Capital. Except as otherwise provided in this Agreement, including pursuant to Section 4.10, no Partner shall be obligated to contribute to the Partnership, in the aggregate, capital in excess of such Partner's Unfunded Commitment.

3.5 Capital Accounts.

(a) An individual capital account ("Capital Account") shall be maintained for each Partner. Each Partner's Capital Account shall be maintained by the Partnership in accordance with the following provisions:

(i) Each Partner's Capital Account shall be credited with (A) the amount of any Capital Contributions by such Partner, (B) the amount of any Partnership Liabilities assumed by the Partner or which are secured by any property distributed to such Partner, and (C) such Partner's allocable share of Profit and, without duplication, any items in the nature of income or gain that are specifically allocated to such Partner pursuant to Section 6 or other provisions of this Agreement.

(ii) Each Partner's Capital Account shall be debited by (A) the amount of cash and the Carrying Value of any property distributed (or deemed distributed) to such Partner pursuant to any provision of this Agreement, (B) such Partner's allocable share of Loss and, without duplication, any items in the nature of expenses or losses that are specifically allocated to such Partner pursuant to Section 6 or other provisions of this Agreement and (C) liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

(b) The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and they shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the General Partner may make such modification. The General Partner's determination(s) with respect to the Capital Account(s) shall be binding on all parties, absent manifest error.

(c) Capital Accounts are maintained for tax and regulatory compliance purposes and shall not, in isolation, determine the economic distribution entitlement of any Partner, which shall instead be determined pursuant to Section 4.2 and the True-Up.

3.6 Defaulting Partner.

(a) Except as otherwise expressly provided under this Agreement, in the event that a Partner (including a GP Affiliated Person) fails to make any contribution of capital required to be paid hereunder, including a return of a distribution required pursuant to Section 4.10, and such failure continues for ten (10) Business Days after receipt of notice of such default, then such

Partner shall be in default (a "Defaulting Partner") and may, at the General Partner's sole discretion, be subject to the provisions of this Section 3.6.

(b) In the event that a Partner becomes a Defaulting Partner, the General Partner shall have the option to take one (1) or more of the following steps:

(i) The General Partner may offer each non-Defaulting Partner the opportunity to elect to increase its Commitment by its *pro rata* share of the difference between such Defaulting Partner's Commitment and Capital Contributions, such *pro rata* share determined on the basis of such non-Defaulting Partner's Commitment at the time of default relative to the total Commitments of all non-Defaulting Partners that elect to increase their Commitments at such time (if a non-Defaulting Partner increases its Commitment under this Section 3.6(b)(i), then such non-Defaulting Partner's Percentage Interest shall be adjusted to reflect the increased Commitment of such Partner).

(ii) The General Partner may reduce the Defaulting Partner's Capital Account balance by up to one hundred percent (100%) and reallocate such reduced Capital Account balance among all non-Defaulting Partners *pro rata* on the basis of each non-Defaulting Partner's Commitment at the time of default relative to the total Commitments of all non-Defaulting Partners at the time of default, provided that the amount so reallocated to any non-Defaulting Partner shall not reduce the respective Unfunded Commitments of such non-Defaulting Partners.

(iii) The General Partner may cause a forfeiture of any portion of an Interest back to the Partnership which such Defaulting Partner was issued but had not yet paid for at the time of the default and reduce such Defaulting Partner's Commitment to the amount such Defaulting Partner has contributed as of the date thereof, which would reduce the overall Commitments of the Partnership. In the event of such forfeiture, the General Partner would adjust the Capital Account balances of and future distributions to the Partners to cause the Capital Account balance of each Partner to reflect, as closely as possible, the Profit and Loss allocations that would have been made pursuant to Section 6 if the Defaulting Partner's Commitment had at no time included the forfeited portion thereof and to cause the Defaulting Partner to have received the same amount of distributions as it would have received had the Defaulting Partner's Commitment at no time included the forfeited portion thereof.

(iv) The General Partner may assist the Defaulting Partner in selling its Interest in the Partnership.

(v) The General Partner may accept a late contributions of capital that are due but unpaid from the Defaulting Partner (with or without the default charge calculated pursuant to Section 3.6(f)).

(vi) The General Partner may require that, whenever the vote, consent, or decision of a Partner or of the Partners is required or permitted pursuant to this Agreement, any Defaulting Partner shall, to the extent determined by the General Partner, not be entitled to participate in such vote or consent, or to make such decision, and, to such extent determined by the General Partner, such vote, consent or decision shall be tabulated or made as if such Defaulting Partner were not a Partner.

(vii) Until such time as the unpaid contribution of capital (including with respect to Management Fees or Partnership Expenses allocated to the Defaulting Partner), any default charge, as described in Section 3.6(f), and/or any default expenses, as described in Section 3.6(c), are paid by the Defaulting Partner to the Partnership, the General Partner may elect to withhold any or all distributions that would otherwise be made to such Defaulting Partner and recover any such unpaid contribution of capital (including with respect to Management Fees or Partnership Expenses allocated to the Defaulting Partner), default charge and/or default expenses by setoff against any such withheld distribution (in which case such amounts shall be deemed to have been distributed to such Defaulting Partner and then contributed by such Defaulting Partner to the Partnership).

(viii) The General Partner may require that the Defaulting Partner withdraw from the Partnership for no consideration. In the event of a withdrawal under this Section 3.6(b)(viii), (A) the withdrawing Defaulting Partner shall have no further interest in the Partnership whatsoever, including any right to receive further distributions or allocations from the Partnership and (B) the withdrawing Defaulting Partner's Capital Account balance shall be reallocated among the non-Defaulting Partners *pro rata* on the basis of each non-Defaulting Partner's Commitment at the time of default relative to the total Commitments of all non-Defaulting Partners at the time of default, provided that the amount so reallocated to any non-Defaulting Partner shall not reduce the respective Unfunded Commitments of such non-Defaulting Partners.

(ix) The General Partner may impose a default charge on the Defaulting Partner, as calculated pursuant to Section 3.6(f).

(x) The General Partner may pursue and enforce all of the Partnership's other rights and remedies against the Defaulting Partner that may exist under this Agreement or be available under applicable law or in equity or by statute or otherwise.

(c) The General Partner may, in its sole discretion, and intends to require the Defaulting Partner to pay for all expenses incurred or anticipated to be incurred by the Partnership in connection with the default and the exercise of the provisions of this Section 3.6, including attorneys' fees.

(d) Each Limited Partner agrees and acknowledges that any actions taken or not taken by the General Partner under this Section 3.6 with respect to a Defaulting Partner shall not constitute a breach of any duty stated or implied in law or equity to such Defaulting Partner, including any fiduciary duty to such Defaulting Partner, regardless of whether the same, a different or no action is taken with respect to any other Defaulting Partner. Each Limited Partner further agrees that the remedies set forth in this Section 3.6 are reasonable and equitable (i) because the funding of Portfolio Investments and other Partnership obligations requires the timely availability of required capital contributions and (ii) given the difficulty in ascertaining the actual damages that would be incurred by the Partnership and the non-Defaulting Partners due to the Defaulting Partner's failure to contribute capital when due pursuant to the terms of this Agreement.

(e) For avoidance of doubt, no right, power or remedy conferred in this Section 3.6 shall be exclusive, and each such right, power or remedy shall be cumulative and in addition to every other right, power or remedy whether conferred in this Section 3.6 or now or hereafter available at law or in equity or by statute or otherwise. The General Partner may exercise the

remedies set forth in Section 3.6(b) for every default and subsequent default by a Defaulting Partner. No course of dealing among the Partners and no delay in exercising any right, power or remedy conferred in this Section 3.6, or now or hereafter existing at law or in equity or by statute or otherwise shall operate as a waiver or otherwise prejudice any such right, power or remedy.

(f) The default charge imposed by the General Partner on a Defaulting Partner pursuant to this Section 3.6, if any, shall equal the lesser of (i) the Default Rate or (ii) the highest rate permitted by applicable law, on any past due amount from the date such amount became due until the date on which such payment is received by the Partnership (by application of withheld distributions or otherwise), or such lower amount, as determined by the General Partner in its discretion. Any such default charge so paid by a Defaulting Partner shall be distributed to the non-Defaulting Partners. Amounts contributed by a Defaulting Partner in respect of the default charge as required by this Section 3.6 shall not be considered a Capital Contribution for purposes of this Agreement.

(g) The General Partner may, in its sole discretion, (i) notify the non-Defaulting Partners of the default by the Defaulting Partner and the actions taken to remedy such default, and (ii) require each non-Defaulting Partner to make additional Capital Contributions equal to such non-Defaulting Partner's *pro rata* share of the Defaulting Partner's past due amount determined on the basis of such non-Defaulting Partner's Commitment at the time of default relative to the total Commitments of all non-Defaulting Partners; provided that any such additional Capital Contributions by a non-Defaulting Partner shall not exceed such non-Defaulting Partner's Unfunded Commitment and shall not be used to cover the Defaulting Partner's share of the Management Fee.

3.7 Reserves. The General Partner may reserve from amounts otherwise distributable to the Partners any amount the General Partner determines to be necessary to pay liabilities and obligations of the Partnership reasonably anticipated (including without limitation, Partnership Expenses) and not otherwise provided for or that the General Partner determines to be prudent to provide for any contingent liabilities of the Partnership. Any amounts so reserved that are not used shall be invested in Short-Term Holdings. The General Partner may at any time release any funds so reserved and any interest earned thereon or increment thereto and distribute them to the Partners, as provided by Section 4.

3.8 Borrowings. The Partnership shall be permitted to incur debt ("Bridge Financing") for any purpose for which Capital Contributions may be called under this Agreement, including, without limitation, to fund a Portfolio Investment or pay Partnership Expenses; provided that each Bridge Financing, and any other indebtedness, guarantee or leverage of the Partnership, is for a non-renewable term that is no longer than one hundred and twenty (120) days (which, for the avoidance of doubt, does not apply to any guarantee by the Partnership of obligations of a Portfolio Project, up to the amount of the Partnership's investment in the Portfolio Project); provided, however, that any Bridge Financing, together with any issuance of debt obligations, guarantees by the Partnership of obligations of a Portfolio Project or any other leverage incurred by the Partnership, shall not exceed fifteen percent (15%) of aggregate Commitments, and provided, further, that with respect to a capital call line of credit or other credit facility, the term Bridge Financing shall mean each draw or advance of cash with respect to the capital call line of credit or credit facility (as opposed to the capital call line of credit or credit facility itself). In connection with any such Bridge Financing, the Partnership or the General Partner may assign, pledge, charge, grant a security interest in or Transfer the right to issue drawdown notices, the right to receive and

enforce Capital Contributions into an account of the Partnership (or an Alternative Investment Vehicle), the right to any collateral account of the Partnership (or an Alternative Investment Vehicle) into which the Capital Contributions by Partners are deposited, the right of the General Partner to exercise on its own behalf and on behalf of the Partnership any remedies contemplated by this Agreement against a Partner that defaults in its obligation under this Agreement to make Capital Contributions with respect to its Unfunded Commitment and the right to enforce any other rights, titles, powers, privileges and remedies of the Partnership or the General Partner under this Agreement, including the rights and remedies under Section 3.6 (where applicable), to any such lender. In the event of any grant of a security interest with respect to the indebtedness of the Partnership, each Limited Partner shall, upon request by the General Partner, acknowledge to any person that was granted such security, such Limited Partner's obligation to make its Capital Contributions up to its Unfunded Commitments in accordance with such grant of security (but subject to the terms of this Agreement), and acknowledge that such Limited Partner may be limited in its ability to use its Interest as collateral for other indebtedness or in its ability to Transfer its Interest.

3.9 ERISA. The General Partner shall use commercially reasonable efforts to (i) cause less than twenty-five percent (25%) of the Partnership (calculated as required by the Plan Asset Regulation) to be held by Benefit Plan Investors or (ii) operate the Partnership so that it qualifies as a VCOC. For purposes of the preceding sentence, the General Partner shall be entitled to rely on customary representations from Limited Partners, including as to their status as Benefit Plan Investors. If the Partnership does not qualify as a VCOC, and the General Partner determines that the continued participation in the Partnership by a Limited Partner would result in the Partnership holding "plan assets" under Title I of ERISA or Code Section 4975, the General Partner may withdraw some or all of such Limited Partner's Interest pursuant to Section 13.9(c).

SECTION 4. PARTNERSHIP DISTRIBUTIONS.

4.1 No Withdrawal of Capital. Except as otherwise expressly provided in this Agreement, including without limitation Section 3.9 and Section 13.9, no Partner shall have the right to withdraw capital from the Partnership or to receive any distribution of or return on such Partner's Capital Contributions.

4.2 Distributions.

Distributions shall be made to the Partners at such times and in such amounts as determined by the General Partner in its sole and absolute discretion, subject to applicable law and the provisions of this Agreement. The Fund intends, but is not obligated, to make periodic distributions to the Partners, targeting an annualized rate of approximately eight percent (8%), payable on a quarterly basis (the "Target Distribution Rate"). The Target Distribution Rate is a target only and is not guaranteed.

All distributions made by the Fund shall be treated as advance distributions toward each Partner's ultimate economic entitlement, as determined in accordance with the Fund's time-weighted allocation methodology and subject to final reconciliation pursuant to Section 4.9 (the "True-Up"), and may be derived from income, realized gains, or return of capital.

Each Limited Partner shall be entitled to a preferred return (the "Preferred Return") equal to eight percent (8%) per annum, calculated on such Limited Partner's time-weighted invested

capital. The Preferred Return shall accrue from the date each Capital Contribution is made and shall be reduced (but not below zero) by distributions made to such Limited Partner.

No carried interest or performance-based allocation shall be made to the General Partner unless and until all Limited Partners have received distributions sufficient to satisfy their respective Preferred Returns. Thereafter, subject to the True-Up, remaining profits shall be allocated eighty percent (80%) to the Limited Partners and twenty percent (20%) to the General Partner, with all such allocations determined on a time-weighted basis consistent with the provisions of this Agreement.

All carried interest allocations shall be provisional and subject to the True-Up, which shall govern the ultimate economic allocation among the Partners.

Notwithstanding anything herein to the contrary, the True-Up shall control and govern the final economic allocation and distribution entitlement of all Partners.

4.3 Reinvestment. In connection with the Partnership's receipt of proceeds from the disposition of a Portfolio Investment, or portion thereof, or distribution from a Portfolio Investment during the Investment Period, the General Partner shall be authorized to either (a) reinvest (or reserve for reinvestment) all or part of such proceeds, or use (or reserve) all or part of such proceeds for the payment of Partnership Expenses (including the Management Fee), or (b) make one or more distributions to the Partners that increase each Partner's Unfunded Commitment by an amount equal to the amounts distributed to it (and such amounts will be subject to recall by the Partnership for any purpose that Capital Contributions may be called), provided, that notice of any distribution subject to recall is provided to the Limited Partners in advance of the Partnership making such distribution. Notwithstanding the foregoing, the aggregate cost basis of all Portfolio Investments made by the Partnership will not exceed one hundred and twenty percent (120%) of aggregate Commitments.

4.4 Tax Distributions.

(a) Notwithstanding Section 4.2, but subject to the amount of Available Proceeds, with respect to each Fiscal Year (or other relevant period), the General Partner is entitled to receive cash distributions from the Partnership (after taking into account any other distributions received by the General Partner in such Fiscal Year (or other relevant period)) in amounts sufficient to enable the General Partner and the members of the General Partner to discharge any tax liabilities (including estimated tax liabilities) arising as a result of the General Partner's Carried Interest, determined by assuming the applicability of the Combined Tax Rate. Such distributions will reduce the distributions of Carried Interest to which the General Partner is otherwise entitled to pursuant to Section 4.2.

(b) Notwithstanding Section 4.2, but subject to the amount of Available Proceeds, within ninety (90) days after the end of each calendar year during the Term, the Partnership will distribute to each Partner in cash an amount equal to the excess, if any, of (i) the Applicable Tax Rate multiplied by the net taxable income allocated to such Partner as a result of such Partner's ownership of an Interest for such calendar year, over (ii) all prior cash distributions made to such Partner pursuant to this Section 4.4(b) or Section 4.2 during such calendar year (other than distributions to such Partner made pursuant to this Section 4.4(b) during such calendar year with

respect to a prior calendar year); provided that the Partnership shall have no obligation to make the foregoing distributions if the total amount to be distributed to all Limited Partners would be less than seven hundred and fifty thousand dollars ($750,000). Notwithstanding the foregoing, the General Partner shall have the authority, in its sole discretion, to make good faith estimates of amounts expected to be distributable pursuant to the preceding sentence with respect to a given calendar year and to distribute such estimated amounts to the Partners as advances from time to time during such calendar year. Distributions made pursuant to this Section 4.4(b) shall be deemed advances under, and shall reduce, on a dollar-for-dollar basis, the distributions to be made under the relevant provisions of Section 4.2.

4.5 Distributions In Kind. Prior to the winding up and dissolution of the Partnership, the General Partner may distribute (i) cash or Marketable Securities as distributions in kind, and (ii) securities or other property other than cash or Marketable Securities with the prior approval of the Advisory Committee or a Majority in Interest of the Limited Partners. Upon the winding up and dissolution of the Partnership, the General Partner may distribute cash, Marketable Securities and any other securities or other property as distributions in kind pursuant to Section 12.3. In the event that a distribution of Marketable Securities or other securities or property is made, such securities or property shall be deemed to have been sold at their fair market value measured on the date of such distribution and the available proceeds of such sale shall be deemed to have been distributed as Available Proceeds to the Partners pursuant to Section 4.2. Distributions of Marketable Securities and, subject to the terms of this Section 4.5, distributions of any other securities or other property shall be made in proportion to the aggregate amounts that would be distributed to each Partner pursuant to Section 4.2, as determined by the General Partner in its discretion. The General Partner may cause certificates evidencing any securities (other than Marketable Securities) to be distributed to be imprinted with legends as to such restrictions on transfer as it may determine are necessary or appropriate, including legends as to applicable securities laws or other legal or contractual restrictions, and may require any Partner to which securities are to be distributed, as a condition to such distribution, to agree in writing (a) that such Partner will not transfer such securities except in compliance with such restrictions and (b) to such other matters as the General Partner may determine are necessary or appropriate.

4.6 Limit on Distributions. Notwithstanding any other provision in this Agreement to the contrary, no distribution shall be declared or paid if such distribution would violate the limitations on distributions in the Act or any other applicable law or if, after giving effect to the proposed distribution, (a) the liabilities of the Partnership would exceed the fair market value of the assets of the Partnership or (b) the Partnership would be unable to pay its debts as they come due in the ordinary course of business.

4.7 Withholding Taxes; Tax Payments. If the Partnership is required by law to pay any tax that is specifically attributable to any Partner (or direct or indirect shareholder, member, or other owner of such Partner), including withholding taxes, state unincorporated business taxes, taxes imposed on the Partnership in respect of such Partner under Section 1446(f), and payments required to be made by the Partnership in connection with the Partnership Audit Provisions, then such Partner shall indemnify and reimburse the Partnership for such tax (and any related interest and penalties). The Partnership may offset distributions and other amounts which any Partner is otherwise entitled to receive under this Agreement against a Partner's indemnification obligations under this Section 4.7 and, to the extent offset, such amount shall for all purposes of this Agreement (other than as necessary to properly maintain Capital Accounts or to properly determine the

allocations of Profits and Losses) be treated as distributed or otherwise paid to such Partner. A Partner's obligation to pay or indemnify for a tax (and related interest and penalties) shall survive the Partner selling or otherwise disposing of its interest in the Partnership and the termination, dissolution, liquidation, or winding up of the Partnership. Any indemnity or payment pursuant to this Section 4.7 shall not be a Capital Contribution but shall to the extent necessary to properly maintain Capital Accounts, increase a Partner's Capital Account.

4.8 Other.

(a) If the General Partner determines that a proposed use of Capital Contributions in respect of which the Partners have made Capital Contributions will not be consummated, the General Partner shall either (i) refund to the Partners that made such Capital Contributions the amounts of such Capital Contributions, including any earnings thereon, within ninety (90) days of such determination or (ii) retain such amounts for any Partnership purpose. If any Capital Contributions are returned pursuant to this Section 4.8(a), such Capital Contributions shall be treated as if never made to the Partnership and appropriate adjustments shall be made to the Unfunded Commitments of the Partners.

(b) The General Partner, in its discretion, may elect not to receive part or all of any distribution to which it otherwise would be entitled and instead cause that amount to be retained by the Partnership or distributed to all Partners (or to all Limited Partners) in proportion to their respective Percentage Interests; provided, however, that the General Partner may, in its discretion, subsequently distribute amounts to itself until the cumulative amount distributed to each Partner equals the amount that would have been distributed had the General Partner not waived prior distributions pursuant this Section 4.8(b).

4.9 General Partner Clawback.

Upon the liquidation of the Fund, or at such earlier time as the General Partner may determine, the General Partner shall cause the Fund to perform a final reconciliation of all allocations and distributions (the "True-Up"). The purpose of the True-Up is to ensure that each Partner has received distributions equal to such Partner's economic entitlement, determined on a time-weighted basis after giving effect to (i) all Capital Contributions, (ii) the accrual and satisfaction of the Preferred Return, and (iii) all prior distributions.

For purposes of determining any Over Distribution to the General Partner, carried interest shall be recalculated in accordance with the Fund's time-weighted allocation methodology and the True-Up, rather than by reference to any interim or hypothetical distribution waterfall. To the extent that the General Partner has received distributions in excess of its entitlement as determined pursuant to the True-Up (an "Over Distribution"), the General Partner shall return such excess to the Fund for distribution to the Limited Partners.

Any excess distributions previously made to Limited Partners shall be treated as advance distributions and may be offset against future or final distributions, and any shortfall shall be satisfied through additional distributions from available proceeds. No penalties, premiums, or other adjustments shall apply based on the timing of a Partner's admission to the Fund.

4.10 Return of Distributions. If the Partnership incurs any Liability and the amount of reserves, if any, specifically identified by the Partnership with respect to such Liability and the

Unfunded Commitments at such time (less any amounts reserved for Follow-On Investments in Portfolio Projects, Follow-Up Investments and Partnership Expenses, in each case reasonably anticipated by the General Partner at such time) are in the aggregate less than the amount of such Liability, the General Partner may, at any time or from time to time, whether before or after dissolution of the Partnership or before or after a Partner's withdrawal from the Partnership, recall distributions (excluding previously recalled distributions) made pursuant to this Agreement *pro rata* according to the amount by which such Liability would have reduced the distributions received by the Partners had such Liability been incurred by the Partnership prior to the time such distributions were made; provided, that with respect to the return of a distribution that was made in-kind, each Limited Partner may, at its option, return either identical property or cash equal to the lesser of: (i) the fair market value of such property at the time of distribution; or (ii) the fair market value of such property at the due time of such return; provided, however, that in no event shall any Partner be required to contribute amounts pursuant to this Section 4.10 that exceed more than the lesser of (a) twenty-five percent (25%) of such Partner's Commitment or (b) the aggregate distributions received by such Partner from the Partnership; provided, further that no Partner will be required to contribute amounts pursuant to this Section 4.10 two (2) years after the termination of the Partnership, unless the General Partner notifies the Limited Partners that there is a threatened or pending Liability within such time period, then the obligation of the Partners to return distributions to the Partnership shall survive with respect to the Liabilities described in the notice until the date that each such Liability is resolved. Any repayment of distributions pursuant to this Section 4.10 shall not constitute Capital Contributions for purposes of determining the Unfunded Commitment of any Limited Partner, but shall be treated as returns of distributions and reductions in Available Proceeds, in making subsequent distributions pursuant to Sections 4.2 and 12.3 and in determining the amount that the General Partner is required to contribute to the Partnership pursuant to Section 4.9(a), provided, that, for the avoidance of doubt, (x) any returns of distributions pursuant to this Section 4.10 shall be made such that the amount the General Partner retains does not exceed the amount the General Partner would have received had the aggregate amount not returned been the total amount originally distributed in accordance with Section 4.2, and (y) if distributions are returned pursuant to this Section 4.10 after the winding-up of the Partnership, then the amount which the General Partner is required to pay to the Partnership pursuant to Section 4.9(a), if any, shall be recalculated to take into account the amount of distributions returned, and if such recalculation would result in the General Partner paying a greater amount than it otherwise paid pursuant to Section 4.9(a), the amount of distributions which the General Partner may recall pursuant to this Section 4.10 shall be reduced by such excess. Notwithstanding the foregoing, if a Liability requiring a recall relates to a particular Portfolio Investment, any such recall shall be made proportionally only with respect to those Partners that participated in such Portfolio Investment. Nothing in this Section 4.10 is intended to expand the rights of Protected Persons to indemnification, contribution or reimbursement pursuant to Section 7.4. A Partner's obligation to make contributions to the Partnership under this Section 4.10 shall survive the termination, liquidation, winding up and dissolution of the Partnership, subject to any limitations on survival expressed elsewhere in this Section 4.10, and the Partnership (or, following dissolution of the Partnership, the General Partner) may pursue and enforce all rights and remedies it may have against each Partner under this Section 4.10. All amounts recalled pursuant to Section 4.10 shall be deemed a reduction of the amounts distributed under Section 4.2 by such amount.

SECTION 5. MANAGEMENT; CONFLICTS OF INTEREST; OTHER VEHICLES.

5.1 Management Generally.

(a) The management and control of the Partnership shall be vested exclusively in the General Partner, subject to Section 5.1(b). The Limited Partners, as such, shall not take part in the conduct of the business of the Partnership and shall not participate in the control, management, direction or operation of the activities or affairs of the Partnership and shall have no power to act for or bind the Partnership; provided that the foregoing shall not limit the ability of the Limited Partners, to the extent expressly provided in this Agreement, to possess or exercise any of the powers, or have or act in any capacities, permitted under Section 17-303(b) of the Act.

(b) The General Partner intends to, on behalf of the Partnership, enter into an investment management agreement with the Management Company, whereby the General Partner will delegate certain investment and operational duties to the Management Company in consideration for the Management Fee payable by the Partnership pursuant to Section 8.1(a).

5.2 Powers of the General Partner.

(a) The General Partner shall have full and complete authority of all affairs of the Partnership, and the management and control of the Partnership's operations shall rest exclusively with the General Partner, subject to the terms and conditions of this Agreement and the delegation of certain services as set forth in Section 5.1(b). Without limiting the generality of the foregoing, General Partner shall have the power on behalf of and in the name of the Partnership to carry out any and all of the objects and purposes of the Partnership in accordance with, and subject to the limitations contained in, this Agreement and to perform all acts which the General Partner, in its discretion, may deem necessary, desirable or appropriate in connection therewith and with the business and operations of the Partnership, including without limitation the power to:

(i) conduct the Partnership's business;

(ii) acquire, hold, manage and dispose of Portfolio Investments and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to any Partnership assets, including, without limitation, the voting of securities;

(iii) execute and deliver any and all agreements, instruments or other documents as are necessary or desirable, in the opinion of the General Partner, to the business of the Partnership;

(iv) deposit, withdraw, invest, pay, retain and distribute the Partnership's funds in a manner consistent with the provisions of this Agreement;

(v) select banks and other intermediaries by or through whom any transactions shall be executed or carried out and open, maintain and close accounts with such entities;

(vi) retain the services of or remove advisors, consultants, custodians, lenders, investment bankers, attorneys, accountants and such other agents and/or third parties (who may or may not be Affiliates of the General Partner) as it may deem necessary

or advisable, pay compensation for such services and authorize any such agent to act for and on behalf of the Partnership;

(vii) to prepare and file all tax returns of the Partnership and make appropriate elections and other decisions with respect to tax and accounting matters;

(viii) make, enter into and perform subscription agreements, side letters, limited partnership agreements, limited liability company agreements and similar arrangements, including any amendments thereto or documents contemplated thereby, without any further act, vote or approval of any Partner;

(ix) subject to Section 3.8, borrow on behalf of the Partnership or any Portfolio Project, grant security over the assets of the Partnership, and, as required, cause the Partnership to guarantee the obligations of a Portfolio Project;

(x) acquire liability or other insurance to protect the Partnership and the Portfolio Projects;

(xi) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership (including without limitation claims against former or current Limited Partners);

(xii) make, enter into and perform such agreements and undertakings as may be necessary or advisable to the carrying out of any of the foregoing powers, objects or purposes; and

(xiii) do and perform all other acts as may be necessary or appropriate to the conduct of the Partnership.

(b) Notwithstanding any other provision of this Agreement or otherwise applicable provision of law (common or statutory) or equitable principle, (a) whenever in this Agreement the General Partner is permitted or required to make a decision in its "discretion" or under a grant of similar authority or latitude, to the fullest extent permitted by applicable law, the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall, to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or the Limited Partners (provided that the General Partner shall always exercise such discretion, and otherwise act under this Agreement, consistently with its fiduciary duty to the Partnership and the Limited Partners), and (b) whenever in this Agreement the General Partner is permitted or required to make a decision in its "good faith" or under another express standard, the General Partner shall act under such express standard and shall not be subject to any other or different standards. If any questions should arise with respect to the operation of the Partnership that are not specifically provided for in this Agreement or the Act, or with respect to the interpretation of this Agreement, the General Partner is hereby authorized to make a final good faith determination with respect to any such question and to interpret this Agreement, and its determination and interpretation so made in good faith shall be final and binding on all parties, absent manifest error.

(c) Without limiting the generality of Section 5.2(a), no Limited Partner, other than a GP Affiliated Person, shall have the right, power or ability to "control" the Partnership, within the

meaning of the DPA and CFIUS Regulations, including the authority: (i) to approve, disapprove or otherwise control investment decisions of the Partnership; (ii) to approve, disapprove or otherwise control decisions made by the General Partner or the Management Company, acting on behalf of the Partnership, related to entities in which the Partnership is invested; or (iii) to unilaterally dismiss, prevent the dismissal of, select or determine the compensation of the General Partner. In addition, notwithstanding anything to the contrary in this Agreement, a Limited Partner's investment in the Partnership shall not afford the Limited Partner, other than a GP Affiliated Person, any of the following within the meaning of the DPA and CFIUS Regulations: (i) access to any "material nonpublic technical information" of any Portfolio Project; (ii) membership or observer rights on, or the right to nominate an individual to a position on, the board of directors or equivalent governing body of any Portfolio Project, or (iii) any "involvement," other than through the voting of shares, in "substantive decision making" of any Portfolio Project regarding: (A) the use, development, acquisition or release of "sensitive personal data" of U.S. citizens maintained or collected by any Portfolio Project; (B) the use, development, acquisition or release of "critical technologies"; or (C) the management, operation, manufacture or supply of "covered investment critical infrastructure."

5.3 Investment Restrictions. Prior to causing the Partnership to invest in any GEG Portfolio Project, the Partnership shall obtain a fair market valuation of the proposed investment either (i) by reference to a recognized independent index or (ii) through a qualified third-party valuation provider. Such investment shall not be consummated at a purchase price in excess of one hundred twenty percent (120%) of the value so determined without the prior written consent of the Advisory Committee or the Majority in Interest of the Limited Partners.

5.4 Acknowledgments by Limited Partners.

(a) Each Limited Partner acknowledges that decisions regarding the Partnership's operations, while involving the exercise of the General Partner's judgment, also involve the risk of loss of the Partnership's capital. Each Limited Partner hereby authorizes the General Partner to exercise its judgment and discretion in making decisions on the Partnership's behalf.

(b) To the fullest extent permitted by applicable law, the General Partner shall not be limited by any law now or hereafter in effect or customs limiting the investments that may be made or retained by entities similar to the Partnership, and the General Partner shall have no liability even if a Portfolio Investment does not produce income or is of a character or in an amount not considered proper for the investment of funds by entities similar to the Partnership.

5.5 Partner Meetings; Written Consents.

(a) Meetings of the Limited Partners may be called by the General Partner from time to time, in its discretion. Notice of any such meeting shall be delivered to all Partners in the manner prescribed in Section 13.5 not fewer than ten (10) days before the date of such meeting. The notice shall state the place, date, hour and purpose or purposes of the meeting. Such meeting shall be held in person at the principal office of the Partnership or at such other place as may be designated by the General Partner or telephonically or through the use of other means of communication by which all Persons participating in the meeting can communicate with each other, including without limitation via videoconference. At each meeting of the Limited Partners, the General Partner shall adopt such rules for the conduct of such meeting as it shall deem appropriate. The expenses of any

such meeting, including the cost of providing notice thereof (but not the travel costs and expenses of Limited Partners and their representatives), shall be borne by the Partnership.

(b) Whenever Limited Partners are required or permitted to take any action by vote or at a meeting, such action may be taken without a meeting or without a vote, if a written consent setting forth the action so taken is signed by the Limited Partners owning not less than the minimum number of Interests that would be necessary to authorize or take such action by vote or at a meeting and provided that five (5) days' prior written notice of the solicitation of such consents is given to all of the Limited Partners. Notice of any action so taken by written consent shall be given by the General Partner to all Partners, in the manner prescribed in Section 13.5, promptly after the taking of such action.

5.6 Key Person Event.

(a) A "Key Person Event" shall be deemed to occur in the event that the Principal, prior to the sooner to occur of the end of the Investment Period or the date of the initial closing of a Permitted Successor Fund, (i) transfers more than fifty percent (50%) of his interest in the General Partner (other than to an affiliate or for tax planning purposes), (ii) dies or (iii) ceases to be actively involved with the business and affairs of the Partnership for a period of one hundred and eighty (180) consecutive days. If at any time, a Key Person Event occurs, the General Partner will give prompt written notice to the Limited Partners, and the Investment Period shall automatically be suspended (a "Suspension"). Upon a Suspension, without the prior written consent of the Advisory Committee or a Majority in Interest of the Limited Partners, the Partnership shall be prohibited from making new investments, other than Follow-On Investments approved by the Advisory Committee or a Majority in Interest of the Limited Partners or Follow-Up Investments under active consideration by the Partnership prior to such Key Person Event.

(b) After the commencement of a Suspension, the Advisory Committee or a Majority in Interest of the Limited Partners will have one hundred and eighty (180) days from the date of the Key Person Event to approve a remediation plan for such Key Person Event, which, once implemented, would lift the Suspension and allow the Partnership to recommence normal investment activities. If the Advisory Committee or a Majority in Interest of the Limited Partners does not approve a remediation plan for such Key Person Event within one hundred and eighty (180) days of the date of the Key Person Event, then (i) the Investment Period shall automatically and immediately be terminated, and (ii) the Partnership may be dissolved pursuant to Section 12.1(d).

5.7 Removal of the General Partner for Cause.

(a) Subject to Section 5.7(b), the General Partner may be removed (i) by the election of a Majority in Interest of the Limited Partners following the occurrence of Cause, if the finding of such Cause is not cured pursuant to Section 5.7(c), or (ii) by the election of an Eighty-Five Percent (85%) in Interest of the Limited Partners, regardless of whether Cause has been found.

(b) Any removal of the General Partner pursuant to Section 5.7(a) will become effective thirty (30) days following delivery of written notice of such vote to the General Partner; provided that a Two-Thirds in Interest of the Limited Partners shall have approved a replacement General Partner prior to the effective date of such removal. If a replacement General Partner is not approved within the time period specified in the immediately preceding sentence, the General

Partner's removal shall not become effective and the General Partner shall remain the general partner of the Partnership.

(c) The term "Cause" means a finding on the merits that the General Partner, the Management Company or the Principal has (i) committed embezzlement or fraud or acted in bad faith, (ii) committed a material breach of applicable law in connection with the performance of their respective duties under this Agreement, or (iii) committed a material breach of this Agreement, which in the case of (ii) or (iii) has a material adverse effect on the business of the Partnership. The General Partner shall notify the Limited Partners in writing within five (5) Business Days of a finding of Cause. The General Partner (or the Management Company if such finding of Cause relates to the Management Company), shall be deemed to have cured any finding of Cause if it terminates or otherwise removes from active participation with the General Partner, the Management Company and their respective Affiliates all individuals, including the Principal, who engaged in the conduct constituting such Cause (the "Offending Persons") within thirty (30) days after the determination that such event constitutes Cause and has made the Partnership whole for any direct economic loss to the Partnership resulting from such event that constitutes Cause.

(d) If a finding of Cause is cured pursuant to Section 5.7(c), with respect to the Capital Account of the General Partner, any accrued allocations of Carried Interest in respect of the Partnership held by an Offending Person as a member of the General Partner will be forfeited by such Offending Person upon his removal. Any new Principal admitted as a member of the General Partner following a removal of an Offending Person, or if there is no new Principal, the remaining Principal, shall receive Carried Interest from the Carried Interest foregone by such Offending Person in an amount and structure based on a recommendation made by the General Partner and approved by the Advisory Committee or a Majority in Interest of the Limited Partners.

(e) In the event the General Partner is removed pursuant to Section 5.7(a), the General Partner shall be treated for purposes of this Agreement as a Limited Partner with a Capital Account balance equal to the former General Partner's Capital Account on the date of removal. The former General Partner shall have no Carried Interest with respect to Portfolio Investments made by the Partnership after the date of removal but, with respect to Portfolio Investments made prior to such removal date, shall continue to receive Carried Interest distributions under Section 4.2 as if it had not been removed as the General Partner. The former General Partner shall remain entitled to indemnification, in its capacity as the General Partner, from the Partnership pursuant to Section 7.4 with respect to any matter arising prior to its removal and shall have no liability to the Partnership as the General Partner in respect of any matter arising after its removal as the General Partner, unless such matter is caused by an act of the former General Partner that occurred prior to such removal date. Promptly following the General Partner's removal, the investment management agreement between the Partnership and the Management Company shall be terminated and the replacement General Partner shall retain the services of a new Management Company.

5.8 Advisory Committee.

(a) The General Partner may form an advisory committee (an "Advisory Committee") of representatives of certain Limited Partners of the Partnership. If an Advisory Committee is formed, the Advisory Committee representatives would be selected from time to time by the General Partner, and not more than one (1) of whom shall be a representative of any single Limited Partner. The Advisory Committee would initially have at least one (1) and up to three (3) voting

members, although the General Partner may increase the number of Advisory Committee voting members, at any time, in its sole discretion. None of the voting members of the Advisory Committee may be GP Affiliated Persons. The General Partner shall be entitled to remove, at any time in its discretion, an Advisory Committee member. The Advisory Committee shall perform the duties expressly contemplated in this Agreement and shall provide such other advice and counsel as is requested by the General Partner; provided that, except as specifically provided otherwise in this Agreement, the General Partner shall retain ultimate responsibility for making all decisions relating to the operation and management of the Partnership or relating to the conduct of its business, including making all operational decisions. All Advisory Committee approvals, disapprovals, determinations and other actions shall be authorized by a majority of the Advisory Committee voting members pursuant to a meeting or written consent of a majority of the Advisory Committee voting members. Meetings of the Advisory Committee members may be conducted in person, telephonically or through the use of other means of communication by which all Persons participating in the meeting can communicate with each other, including without limitation via videoconference. The General Partner shall be entitled to have a representative attend and participate in all Advisory Committee meetings as a non-voting president and may permit non-voting observers to attend such meetings, unless specifically requested otherwise by the Advisory Committee. The Partnership would reimburse each Advisory Committee member for his or her reasonable out-of-pocket expenses incurred in connection with the proceedings of the Advisory Committee. Expenses reasonably incurred by the Advisory Committee in connection with the performance of its duties and obligations contemplated in this Agreement would be paid for or reimbursed by the Partnership.

(b) The Advisory Committee, if formed, would (i) review and determine whether to approve affiliated transactions that have not been disclosed in writing to each Limited Partner prior to such Limited Partner's admission to the Partnership, (ii) review and determine whether to approve other matters as reasonably determined by the General Partner to involve a conflict of interest that have not been disclosed in writing to each Limited Partner prior to such Limited Partner's admission to the Partnership and (iii) determine whether to give such other approvals, waivers and consents and take such other action as contemplated under this Agreement; provided that the activities of the Advisory Committee and members thereof (acting in such capacity) shall not take part in the conduct of the business and affairs of the Partnership or in any way interfere in the conduct of business of or management of the Partnership. No member of the Advisory Committee shall be deemed to be taking part in the conduct of the business of the Partnership by serving as a member of the Advisory Committee, which covers the giving of any advice or consent (or non-consent, as the case may be) by an Advisory Committee member. Neither the Advisory Committee nor any member thereof (acting in such capacity) shall have the power to bind the Partnership or any authority to act for the Partnership or on its behalf. Notwithstanding anything to the contrary in this Agreement, if the Advisory Committee waives any conflict of interest or the General Partner acts in a manner, or pursuant to the standards and procedures, approved by the Advisory Committee with respect to a conflict of interest, then the General Partner and its Affiliates shall not have any liability to the Partnership or the Limited Partners for such actions taken in good faith by them.

(c) The members of the Advisory Committee, if formed, shall exercise their best judgment in carrying out their functions for the Partnership. To the fullest extent not prohibited by applicable law, neither the members of the Advisory Committee nor the Limited Partners on behalf of whom such members act as representatives shall owe any duties (fiduciary or otherwise) to the

Partnership or any Limited Partner in respect of the activities of the Advisory Committee, other than the duty to act in good faith. Any Advisory Committee member who is the representative of any Limited Partner may, to the fullest extent permitted by law, in all instances act in such member's own interest and in the interest of the Limited Partner that appointed such member, and, in so doing, shall be deemed to have fulfilled its duty to act in good faith. Each member and former member of the Advisory Committee (and each Limited Partner that appointed such member) shall be indemnified in accordance with Section 7.4. Such indemnification shall survive the resignation or removal of any Advisory Committee member with respect to actions or omissions while a member of the Advisory Committee.

(d) The duties and functions of the Advisory Committee, if formed, would not be intended to provide the Advisory Committee with the ability to approve, disapprove or otherwise control any decision to make or dispose of any Portfolio Investment taken by the Management Company on behalf of, or with respect to, the Partnership or the decisions made by the Management Company related to entities in which the Partnership has invested for purposes of, and within the meaning of, the DPA, including as amended and/or supplemented by FIRRMA, and the CFIUS Regulations, or to otherwise cause the indirect interest of a "foreign person" (as defined by the DPA and the CFIUS Regulations) through the Partnership in any Portfolio Project to constitute a "covered transaction" within the meaning of the CFIUS Regulations, and the duties and functions of the Advisory Committee (or any particular Advisory Committee member or representative observer thereof) shall be construed in a manner consistent with such intention. Without limiting the generality of the foregoing, neither any Limited Partner, nor the Advisory Committee, nor any Advisory Committee member or observer shall have the right to, or be granted, access to any "material nonpublic technical information" in the possession of any Portfolio Project or any involvement in substantive decision making of any Portfolio Project regarding the use, development, acquisition, or release of "critical technologies," "sensitive data" and/or "critical infrastructure" (as such terms are used or referred to in the DPA and/or the CFIUS Regulations), in each case, as a direct or indirect result of, or otherwise related to, such Limited Partner's role as an Advisory Committee member or observer.

5.9 Other Business Relationships; Conflicts of Interest.

(a) Each of the General Partner, the Management Company and the Principal will devote such time as it deems reasonably necessary to manage the affairs of the Partnership in a manner consistent with the objectives of the Partnership.

(b) Subject to Section 5.9(a), and to the other provisions of this Agreement, the Principal, the General Partner, the Management Company and each of their respective Affiliates may invest, participate, or engage in, or may possess an interest in, other financial ventures and investment, professional, civic and political activities of every kind, nature and description, independently or with others, including but not limited to, (i) sponsoring, operating and/or managing other investment vehicles, which may have investment programs that are similar to or overlap with that of the Partnership; (ii) investing in, financing, acquiring or disposing of, securities and/or other assets (for their own accounts or for the accounts of others); or (iii) serving as officers, directors, managers, consultants, advisers, agents, partners, members or trustees of any other Person (and may receive fees, commissions, remuneration or reimbursement of expenses in connection with these activities). Except as otherwise provided in this Agreement, neither the Partnership nor any Limited Partner shall have any rights, solely by virtue of this Agreement, in

or to any activities permitted by the prior sentence of this Section 5.9(b) or to any fees, income, profits or goodwill derived from such activities.

(c) Notwithstanding anything set forth herein, one or more of the Principal, the Management Company or the General Partner may provide consulting or other services to companies, which may include the Portfolio Projects, and may receive a fee or other compensation for such services. Any consulting or other service fees or compensation paid by a Portfolio Project to the Principal, the General Partner or the Management Company will not offset the Management Fees.

(d) During the Investment Period, the General Partner will present to the Partnership all investment opportunities that, in the reasonable good faith judgment of the General Partner, meet the Partnership's investment criteria before such investment opportunities are presented to any other vehicle managed by the Management Company (other than any Parallel Fund); provided that following the commencement of any Permitted Successor Fund, such investment opportunities will be allocated between the Partnership and such Permitted Successor Fund, as applicable, in such manner as the General Partner determines to be equitable at the time of any such investment, taking into account the Partnership's, such Permitted Successor Fund's respective unfunded commitments and reserves, the likely holding period of such investment opportunities and such other factors as the General Partner reasonably determines are relevant before such investment opportunities are presented to any other vehicle managed by the Management Company (other than any Parallel Fund).

(e) Each Limited Partner acknowledges that the Principal, the General Partner, the Management Company and each of their respective Affiliates may be subject to various conflicts of interest and each Limited Partner agrees that the activities of the Principal, the General Partner, the Management Company and each of their respective Affiliates that are expressly authorized or contemplated by this Section 5.9 or in any other provision of this Agreement may be engaged in by such Principal, the General Partner, the Management Company and each of their respective Affiliates, as applicable, and will not, in any case or in the aggregate, be deemed a breach of this Agreement or any other agreement contemplated herein or any duty that might be owed by any such Person to the Partnership or to any Partner at law or in equity or otherwise solely on grounds that such conflict exists.

(f) With respect to any matter involving a material conflict of interest not provided for in or otherwise contemplated by this Section 5.9 or elsewhere in this Agreement nor disclosed to the Limited Partners prior to their admission to the Partnership, respectively, the General Partner will seek the consent of the Advisory Committee with respect to any matter as to which the General Partner determines, in good faith, that such a conflict of interest exists. If the General Partner consults with the Advisory Committee with respect to a matter giving rise to a conflict of interest and the Advisory Committee waives such conflict of interest or the Principal, the General Partner, the Management Company and/or each of their respective Affiliates, as applicable, acts in a manner approved by the Advisory Committee with respect to such conflict of interest, then none of the Principal, the General Partner, the Management Company or any of their respective Affiliates shall have any liability to the Partnership or any Limited Partner for such actions in respect of such matter taken in good faith by them, including actions in the pursuit of their own interests, and such actions shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of such Person at law or in equity or otherwise. The Partnership expects to invest in one or more Portfolio Projects developed by GEG.

Information regarding GEG can be found here: https://www.green.earth. The Principal is the CEO of GEG. Accordingly, a conflict of interest exists with respect to any investment by the Partnership in any GEG Portfolio Project. In order to mitigate the conflict of interest, the Management Company shall use a third-party index or valuation service prior to causing the Partnership to invest in any GEG Portfolio Project and the Management Company and/or the General Partner shall obtain the consent of the Advisory Committee or a Majority in Interest of the Limited Partners prior to investing in any GEG Portfolio Project that is priced 20% or higher above the value given by the third-party index or valuation service.

5.10 Co-Investments. The General Partner may, in its sole discretion, offer the opportunity to co-invest in particular Portfolio Investments alongside the Partnership (and any Parallel Fund and/or Permitted Successor Fund, if applicable) to one (1) or more third parties and/or one (1) or more Limited Partners where excess investment opportunity exists after the Partnership (and any Parallel Fund and/or Permitted Successor Fund, if applicable) has invested an appropriate amount (as determined by the General Partner in its sole discretion). Co-investment opportunities will be offered on such terms as the General Partner determines in its discretion and may be offered pursuant to one or more special purpose vehicles or co-investment vehicles. When allocating co-investment opportunities to Limited Partners, the General Partner will consider a variety of factors, including the size of a Limited Partner's Commitment, commercial considerations for the applicable Portfolio Investment, a Limited Partner's stated desire to participate in co-investments, the General Partner's determination of the appropriateness of offering a co-investment opportunity and an investor's ability to execute such offer.

5.11 Alternative Investment Vehicles.

(a) The General Partner has the right but not the obligation in connection with any Portfolio Investment to direct the Capital Contributions of some or all of the Limited Partners to be made through one (1) or more alternative investment vehicles (any such structure or vehicle, an "Alternative Investment Vehicle"), to the extent permitted by the laws and regulations applicable to the relevant Limited Partner, if, in the judgment of the General Partner, the use of any such Alternative Investment Vehicle would allow the Partnership to address legal or regulatory considerations or invest in a more tax efficient manner and/or would facilitate participating in certain types of investments. Partners participating in an Alternative Investment Vehicle shall make contributions directly to such Alternative Investment Vehicle at the same time, to the same extent, and for the same purposes and on substantially similar terms and conditions as Partners are required to make Capital Contributions to the Partnership, and such contributions shall reduce the Unfunded Commitments of the Partners to the same extent as if Capital Contributions were made to the Partnership with respect thereto. Each such Partner shall have a substantially similar economic interest in a Portfolio Investment funded pursuant to this Section 5.11(a) as such Partner would have if such Portfolio Investment had been made solely by the Partnership, and such Alternative Investment Vehicle shall have terms and conditions that are substantially similar to those of the Partnership. Such Alternative Investment Vehicle (or the entity in which such Alternative Investment Vehicle invests) shall provide for the limited liability of its members or limited partners as a matter of the organizational documents of such Alternative Investment Vehicle (or the entity in which such Alternative Investment Vehicle invests), and the Management Company, the General Partner, or an Affiliate thereof, shall serve as the manager (or in a substantially similar capacity) or as investment adviser with respect to such Alternative Investment Vehicle.

(b) The determination of distributions and allocations pursuant to Section 4 and Section 6 (and payment of the Management Fee) shall be calculated by treating the funding of any Portfolio Investment by any Alternative Investment Vehicle as having been made by the Partnership. Notwithstanding the foregoing, such distributions and allocations with respect to a particular Alternative Investment Vehicle may be calculated separately from those of the Partnership (and vice versa) if such aggregation would increase the likelihood of any tax consequences or legal or regulatory constraints or create contractual or business risk that would be undesirable for the Partnership or any of its Partners in the determination of the General Partner.

(c) The General Partner has the right but not the obligation in connection with any Portfolio Investment to direct the Partnership to invest through one (1) or more special purpose vehicles, including in one or more subsidiaries that will be treated as either U.S. or foreign corporations for U.S. federal income tax purposes, to the extent permitted by the laws and regulations applicable to the Partnership, if, in the judgment of the General Partner, the use of any such special purpose vehicle would allow the Partnership to address legal or regulatory considerations or invest in a more tax efficient manner and/or would facilitate participating in certain types of investments.

5.12 Parallel Funds.

(a) The General Partner or its Affiliates may form one (1) or more entities that will invest alongside the Partnership on a parallel basis (each, a "Parallel Fund"), with structures that may differ from that of the Partnership, in order to facilitate the making of Portfolio Investments by certain categories of Partners (including non-U.S. persons) to accommodate legal, tax, regulatory or other considerations of any such Partner. Unless there are legal, tax, regulatory or other considerations in respect of a Parallel Fund and the Partnership, a Parallel Fund will invest in all of the Portfolio Investments on a side-by-side basis with the Partnership on a proportionate basis with the Partnership based on commitments, and each investment by a Parallel Fund will be made and disposed of on substantially the same terms as the Partnership. The Partnership and the Parallel Funds may invest directly in the Portfolio Investments or, if deemed appropriate by the General Partner, in its sole discretion, indirectly through an intermediate holding company structure. Notwithstanding the foregoing, a Parallel Fund shall not be required to make an investment in a Portfolio Project if the Portfolio Project has notified the General Partner in writing that it will not permit such Parallel Fund to invest on the same terms as the Partnership. Any Parallel Fund formed pursuant to this Section 5.12(a) shall, on a *pro rata* basis by relative commitments, be allocated and shall bear its share of the Partnership Expenses other than the Management Fee (unless the General Partner determines in its sole discretion that certain Partnership Expenses directly attributable to the Partnership or a Parallel Fund should be borne solely by the Partnership or the Parallel Fund with respect to which such expenses relate). In the event that the General Partner or its Affiliate forms one (1) or more Parallel Funds, the General Partner shall have full authority, without the consent of any Person, including any Partner, (a) to amend this Agreement as may be necessary or appropriate in the good faith judgment of the General Partner to facilitate the formation and operation of such Parallel Fund and the investments contemplated by this Section 5.12(a), provided that no such amendment shall be materially adverse to the Limited Partners, and (b) to interpret in good faith any provision of this Agreement, whether or not so amended, to give effect to the intent of the provisions of this Section 5.12(a). The General Partner shall make all appropriate adjustments to the documents related to the Partnership as may be necessary or otherwise appropriate to give effect to the intent of this Section 5.12(a). The

Limited Partners shall execute any and all documents as the General Partner shall reasonably request or that are otherwise required to effectuate the transactions contemplated by this Section 5.12(a).

(b) The General Partner may, upon written notice to the Limited Partners that are Qualified Purchasers ("QP Limited Partners"), form a Parallel Fund pursuant to Section 5.12(a) for Qualified Purchasers ("QP Parallel Fund"), and elect to automatically convert the interest of any Qualified Purchaser in the Partnership into an equivalent interest in the QP Parallel Fund and each Qualified Purchaser that becomes a limited partner in the QP Parallel Fund shall automatically cease to be a limited partner in the Partnership. The conversion of a QP Limited Partner's Interest into an interest in the QP Parallel Fund shall occur on or about the date on which notice regarding the conversion is provided to such QP Limited Partner and shall be effected by a transfer of such QP Limited Partner's indirect interest in each of the Partnership's assets and liabilities to the QP Parallel Fund in return for a limited partnership interest in the QP Parallel Fund followed by a distribution by the Partnership of such limitedpartnership interest in the QP Parallel Fund to such QP Limited Partner, in full withdrawal of such QP Limited Partner's Interest in the Partnership. A GP Affiliated Person that is a Qualified Purchaser may convert some or all of its Interest in the Partnership into a similar interest in the QP ParallelFund. Each QP Limited Partner's initial capital account balance in the QP Parallel Fund shall be equal to such QP Limited Partner's Capital Account balance in the Partnership immediately before such conversion. Each QP Limited Partner placed in the QP Parallel Fund shall have the same duties and obligations to the QP Parallel Fund as in the Partnership,including, without limitation, the obligation to contribute its remaining Commitment to the QP Parallel Fund instead of the Partnership. The QP Parallel Fund's terms, including economic terms, shall be substantially the same as the Partnership's terms. The QP Limited Partners shall execute any and all documents as the General Partner shall reasonably request or that are otherwise required to effectuate the transactions contemplated by this Section 5.12(b). In addition, each QP Limited Partner hereby designates and appoints the General Partner its true and lawful attorney, in its name, place and stead to make, execute and sign any and all documents necessary or appropriate to consummate and implement the transactions contemplated by this Section 5.12(b), including, without limitation, the QP Parallel Fund's limited partnership agreement and any QP Parallel Fund subscription booklet. As described in the definition of "Percentage Interest," each Partner expressly recognizes and agrees that, unless otherwise provided herein and therein, the provisions of this Agreement and the limited partnership agreement of any QP Parallel Fund or any other Parallel Fund, as applicable, that relate to any vote or consent of the limited partners shall be interpreted as if the Partnership, the QP Parallel Fund and any other Parallel Fund, to the extent applicable, constitute a single partnership.

5.13 Permitted Successor Funds. Without the prior written consent of the Advisory Committee or a Majority in Interest of the Limited Partners, none of the Principal, the General Partner, the Management Company or any of their respective Affiliates may act as the sponsor or investment manager of, or the primary source of transactions on behalf of, a newly created or later acquired pooled investment vehicle (other than a Parallel Fund, Alternative Investment Vehicle, feeder fund and/or co-investment vehicle), which follows an investment strategy substantially similar to that followed by the Partnership until the earlier to occur of (a) the end of the Investment Period, (b) the winding up and dissolution of the Partnership or (c) the date on which seventy-five percent (75%) of the Commitments have been invested, committed or allocated to or reserved for Portfolio Investments, Follow-On Investments, Follow-Up Investments and/or reasonably anticipated Partnership Expenses and obligations or liabilities of the Partnership; provided that,

for purposes of this Section 5.13, the amount of such reserves shall not exceed ten percent (10%) of the aggregate Capital Commitments of the non-Defaulting Partners (each such permitted pooled investment vehicle, hereinafter referred to as a "Permitted Successor Fund").

SECTION 6. PARTNERSHIP ALLOCATIONS.

Notwithstanding anything herein to the contrary, all allocations of Profits and Losses shall be made in a manner consistent with the economic arrangement set forth in Section 4.2 and the True-Up mechanism described in Section 4.9, which shall govern the ultimate economic rights of the Partners.

6.1 Profit or Loss.

(a) Subject to, and after the application of, the allocation rules in Section 6.2, Section 6.3 and Section 6.5, Profits and Losses for a Fiscal Period shall be allocated among the Partners for such Fiscal Period so as to produce, as nearly as possible, an Adjusted Capital Account balance for each Partner (determined without regard to reductions for distributions made to the Partner during the Fiscal Period) equal to the following:

(i) the sum of the cash and fair market value of property actually distributed to the Partner within such Fiscal Period, *plus*

(ii) the hypothetical cash that would be distributed to such Partner if: (1) each of the Partnership's assets were sold for an amount of hypothetical cash equal to the sum of (A) the Carrying Values of the assets at the end of such Fiscal Period, plus (B) the aggregate Partnership Minimum Gain and Partner Minimum Gain at the end of such Fiscal Period; (2) the Partnership paid all of its liabilities in accordance with their terms up to the amount of the hypothetical cash; and (3) the remaining hypothetical cash from such deemed sale were immediately distributed under Section 4.2; provided that any deduction attributable to the Management Fee shall be allocated to the Limited Partners based on the Management Fee allocable to each such Limited Partner.

(b) For the avoidance of doubt, it is the intention of the Partners that, to the extent permitted by law, allocations made to the GP Affiliated Persons in respect of their Capital Contributions are intended to (i) be treated as "capital interest allocations" exempt from the provisions of Code Section 1061 (as described in Treasury Regulations Section 1.1061-3(c)(3) or any similar provision); (ii) be "separate and apart," within the meaning of Treasury Regulations Section 1.1061-3(c)(3)(ii)(B), from any allocations made to the General Partner in respect of its Carried Interest attributable to the other Partners; and (iii) meet the identification requirements of Treasury Regulations Section 1.1061-3(c)(3)(ii)(B).

6.2 Loss Limitation. Notwithstanding the foregoing, no allocation of Loss shall be made to a Partner to the extent the allocation would cause such Partner to have an Adjusted Capital Account Deficit (or increase any such Adjusted Capital Account Deficit). In the event that some but not all of the Partners would have or increase their Adjusted Capital Account Deficits as a consequence of such an allocation of Loss, the limitation set forth in this Section 6.2 shall be applied on a Partner-by-Partner basis so as to allocate the maximum permissible Loss to each Partner under Treasury Regulation Section 1.704-l(b)(2)(ii)(d). In the event Loss is specially

allocated to a Partner pursuant to the preceding sentence, an equal amount of Profit, respectively, shall be specially allocated to such Partner to offset such Loss prior to any allocation of Profit.

6.3 Regulatory Allocations. The following special allocations of Profits and Losses (or items thereof) for purposes of maintaining Capital Accounts will be made to comply with the Treasury Regulations under Code Section 704(b).

(a) Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Section 6, if there is a net decrease in Partnership Minimum Gain during any Fiscal Period, each Partner shall be specially allocated items of income and gain for such Fiscal Period (and, if necessary, for subsequent Fiscal Periods) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant to that sentence. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.3(a) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently with it and applied accordingly.

(b) Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Section 6, if there is a net decrease in Partner Minimum Gain during any Fiscal Period, each Partner who has a share of that Partner Minimum Gain, determined in accordance with Treasury Regulation Section 1.704-2(i)(5), shall be specifically allocated items of income and gain for such Fiscal Period (and, if necessary, for subsequent Fiscal Periods) in an amount equal to such Partner's share of the net decrease in Partner Minimum Gain during such Fiscal Period determined pursuant to Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(i)(5). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.3(b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently with it and applied accordingly.

(c) If any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) resulting in, or increasing, an Adjusted Capital Account Deficit for such Partner, items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible. An allocation pursuant to this Section 6.3(c) shall be made only if and to the extent that any such Partner would have a deficit in its Adjusted Capital Account after all other allocations provided for in this Section 6 have been tentatively made as if this Section 6.3(c) were not in this Agreement.

(d) Nonrecourse Deductions for any Fiscal Period shall be allocated to the Partners in proportion to their Percentage Interests.

(e) Any Partner Nonrecourse Deductions for any Fiscal Period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the liability to which

the Partner Nonrecourse Deduction is attributable in accordance with Treasury Regulations Section 1.704-2(i).

(f) Items of income, gain, loss, and deductions shall be specifically allocated to the Partners to comply with Treasury Regulation Section 1.704-1(b)(2)(iv)(m).

(g) The allocations of Section 6.2 and Sections (a) through (f) of this Section 6.3 (the "Regulatory Allocations") are intended to comply with the requirements of Treasury Regulations issued pursuant to Code Section 704. Notwithstanding any provisions in this Agreement to the contrary, the Partnership shall take the Regulatory Allocations into account in allocating other Profit, Loss and items of income, gain, loss and deduction to the Partners so that, to the extent possible, the net amount of such allocations of Profit and Loss and other items shall be equal to the amount that would have been allocated to each Partner if the Regulatory Allocations had not occurred.

6.4 Tax Allocations.

(a) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss and deduction for income tax purposes shall be allocated among the Partners in the same manner as they share correlative items of Profit and Loss as computed for Capital Accounts for the relevant Fiscal Period.

(b) In accordance with Code Section 704(c) and Treasury Regulation Section 1.704-3, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership where the Carrying Value differs from the tax basis of such property shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its Carrying Value. The choice of allocation methods under Treasury Regulation Section 1.704-3 with respect to such revalued property shall be made by the General Partner.

(c) If the Carrying Value of any item or part of or interest in a Portfolio Investment is adjusted pursuant to the definition of Carrying Value, subsequent allocations of income, gain, loss and deduction with respect to such Portfolio Investment shall take account of any variation between the adjusted basis of such Portfolio Investment for federal income tax purposes and its book value in the same manner as under Code Section 704(c). The choice of allocation methods under Treasury Regulation Section 1.704-3 with respect to such revalued Portfolio Investment shall be made by the General Partner.

(d) In making any allocation among the Partners of income or gain from the sale or other disposition of a Partnership asset, the ordinary income portion, if any, of such income and gain resulting from the recapture of cost recovery or other deductions shall be allocated among those Partners who were previously allocated (or whose predecessors-in-interest were previously allocated) the cost recovery deductions or other deductions resulting in the recapture items, in proportion to the amount of such cost recovery deductions or other deductions previously allocated to them.

(e) Allocations pursuant to this Section 6.4 are solely for income tax purposes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or

share of Profit, Losses or other items as computed for book purposes, or distributions pursuant to any provision of this Agreement.

6.5 Other Allocation Rules.

(a) If, during a Fiscal Period there is a permitted Transfer of Interest under this Agreement, then Profit, Loss, items of the foregoing, Taxable Income or Loss, and all other tax items of the Partnership for such Fiscal Period shall be divided and allocated among the Partners by taking into account their varying Interests during such Fiscal Period in accordance with Code Section 706(d) and using any conventions permitted by law and selected by the General Partner consistent with this Agreement.

(b) If Partners are admitted to the Partnership pursuant to this Agreement on different dates, then Profit, Loss, items of the foregoing, Taxable Income or Loss, and all other tax items of the Partnership shall be allocated to the Partners during the relevant period in which Partners are so admitted using any convention permitted by Code Section 706 and selected by the General Partner.

SECTION 7. LIMITED LIABILITY; EXCULPATION; INDEMNIFICATION.

7.1 Liability of Partners. Except as otherwise provided in this Agreement or the Act, no Partner shall be liable for the expenses, liabilities or obligations of the Partnership in excess of its Unfunded Commitment. A Partner other than the General Partner shall have no fiduciary duty to any other Partner, the Partnership or the General Partner.

7.2 No Obligation to Replenish Negative Capital Account. Except as otherwise provided by law or expressly provided herein, no Partner shall have any obligation at any time to contribute any funds to replenish any negative balance in its Capital Account.

7.3 Exculpation. To the fullest extent permitted by law, none of the GP Affiliated Persons, any members of the Advisory Committee (including any Limited Partner represented by a member of the Advisory Committee) or any persons who previously served in such capacities (each, an "Protected Person") shall be liable, in damages or otherwise, to any Limited Partner or the Partnership for (a) any action or omission with respect to the Partnership, provided that such persons did not (i) engage in conduct that constituted bad faith, fraud, gross negligence (as defined under the laws of the State of Delaware) or willful misconduct, or (ii) intentionally and materially (A) breach this Agreement or (B) violate applicable law; (b) any action or omission arising from reliance upon the opinion or advice as to legal matters of legal counsel or as to accounting matters of accountants, as long as such persons were selected and monitored with reasonable care or (c) the action or omission of any agent, contractor or consultant selected and monitored by any of them with reasonable care; provided that in the case of a Protected Person who is a member of the Advisory Committee (including any Limited Partner represented by a member of the Advisory Committee), such conduct was not taken by such Protected Person in bad faith. To the extent that, at law or in equity, the General Partner or any other Person has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or any Limited Partner, any such Person acting under this Agreement shall not be liable to the Partnership or any Limited Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent they restrict or eliminate the duties and liabilities of the General Partner or any other Person otherwise

existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of such Person to the maximum extent permitted by applicable law.

7.4 Indemnification. To the fullest extent permitted by law, the Partnership will indemnify the Protected Persons, from and against any and all any claims, losses, liabilities, damages, costs or expenses (including attorneys' fees, judgments and expenses in connection therewith and amounts paid in defense and settlement thereof) to which any of such Persons may directly or indirectly become subject in connection with the Partnership or in connection with any involvement with a Portfolio Project, provided that such persons did not (i) engage in conduct that constituted bad faith, fraud, gross negligence (as defined under the laws of the State of Delaware) or willful misconduct, or (ii) intentionally and materially (A) breach this Agreement or (B) violate applicable law; provided, further, that in the case of a Protected Person who is a member of the Advisory Committee (including any Limited Partner represented by a member of the Advisory Committee), such conduct was not taken by such Protected Person in bad faith. The Partnership may in the discretion of the General Partner pay the expenses incurred by any Protected Person, as such expenses are incurred, in connection with any proceeding in advance of the final disposition, so long as the Partnership receives an undertaking by such Protected Person to repay the full amount advanced if there is a final determination that such Protected Person (i) engaged in conduct that constituted bad faith, fraud, gross negligence (as defined under the laws of the State of Delaware) or willful misconduct, (ii) intentionally and materially (A) breached this Agreement or (B) violated applicable law, or (iii) is not entitled to indemnification, as provided herein, for any other reason; provided that, without otherwise affecting the rights under this Section 7.4 of a Protected Person to obtain indemnification in such actions, including advancement of expenses, no such advancement of expenses not otherwise covered by insurance shall be made to any GP Affiliated Person with respect to any derivative action against a GP Affiliated Person or a direct action against a GP Affiliated Person brought by at least fifty percent (50%) in interest of the Limited Partners. Notwithstanding the foregoing, no such indemnity will be available with respect to any action (other than for indemnification) brought by a Protected Person against the Partnership or any action relating exclusively to an internal dispute among one or more GP Affiliated Persons. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that a Protected Person (i) engaged in conduct that constituted bad faith, fraud, gross negligence (as defined under the laws of the State of Delaware) or willful misconduct, or (ii) intentionally and materially (A) breached this Agreement or (B) violated applicable law. Any claims, actions and demands shall be satisfied first out of insurance policies, if any, maintained by the Partnership or, if applicable, any Parallel Fund, Alternative Investment Vehicle, co-investment vehicle or special purpose vehicle. The Partnership's obligation, if any, to indemnify or advance expenses to any Person is intended to be secondary to any such obligation of, and shall be reduced by any amount such Person may collect as indemnification or advancement from, any Portfolio Project.

7.5 Insurance. The General Partner is authorized to purchase and maintain, at the Partnership's expense, insurance (including, without limitation, liability insurance policies and errors and omissions policies) to cover liabilities covered by the foregoing indemnification provisions and to otherwise cover liabilities for any breach or alleged breach by any Protected Person of its duties in such amount and with such deductibles as the General Partner may determine in its discretion.

7.6 Non-Exclusivity. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Person subject to indemnification hereunder may be entitled.

SECTION 8. MANAGEMENT FEE; EXPENSES.

8.1 Management Fee.

(a) The Partnership will pay the Management Company and/or one or more GP Affiliated Persons, in advance, a management fee (the "Management Fee") with respect to a Limited Partner equal to two percent (2.0%) per annum of the Commitment of such Limited Partner for each year during the Term (as defined below), not including any extensions of the Term. 100% of the total Management Fee will be paid upfront. If the Term is extended, the Partnership will pay an annual Management Fee, in advance, with respect to a Limited Partner, for each extension and such Management Fee shall equal 2.0% of the Commitment of such Limited Partner. Management Fees paid during any extension shall be charged to the Limited Partners at the beginning of each extension and shall be paid out of the Partnership's assets.

(b) Limited Partners participating in a Subsequent Closing will be subject to a Management Fee upon being admitted to the Partnership in accordance with Section 3.1(c), subject to Section 8.1(c).

(c) The net proceeds of any transaction fees, closing fees or break-up fees ("Transaction Fees") and any compensation, including options, warrants and other non-cash forms of compensation, paid for consulting or advisory services to a Portfolio Project ("Consulting Fees") that are received by a Principal, the Management Company or the General Partner in connection with an investment or potential investment with respect to Portfolio Projects will not be applied to reduce the Management Fees In the event that the Consulting Fees are paid for by the Partnership, the General Partner shall make commercially reasonable efforts to ensure that the Consulting Fees are at market rates and on terms no less favorable than those available from an unaffiliated third-party for a comparable level of quality and service.

(d) Payment of the Management Fee may be deferred at the discretion of the General Partner. Any unpaid balance of the Management Fee will accrue as a liability of the Partnership as a Partnership Expense. Such accrued but deferred Management Fees will not accrue interest. The General Partner may, in its discretion, reduce or waive the Management Fee in respect of one (1) or more Limited Partners in a separate side letter or similar agreement entered into pursuant to Section 13.7. The GP Affiliated Person(s) that have made Commitment(s) to the Partnership shall not be charged a Management Fee.

8.2 Expenses.

(a) The General Partner and the Management Company will each be responsible for its own organizational expenses and operating expenses, which include rent, compensation of salaried employees, furniture, and fixtures and all other office equipment. If the Partnership retains a placement agent, the Management Company and/or the General Partner will pay for the placement agent's fees and any related expenses.

(b) The Partnership will pay for all expenses attributable to the Partnership's activities and investments, including, but not limited to, sourcing, diligencing, negotiating, evaluating, acquiring, structuring, monitoring and disposing of potential or actual Portfolio Investments; expenses related to organizing entities through or in which investments will be made; all expenses incurred in connection with maintaining a registered office and agent; transfer, capital, stamp and other taxes or governmental charges on the Partnership, as well as charges, duties and fees, including any other costs incurred in acquiring, holding, selling or otherwise managing or disposing of Partnership assets or obligations; reasonable travel expenses incurred by the General Partner or Management Company for investigating, evaluating or monitoring investments or investment opportunities; banking, brokerage, broken-deal, registration, qualification, finders, depository and similar fees or commissions; legal, custodial, administrative, due diligence, appraisal, valuation, auditing, accounting, tax compliance (including any such expenses associated with the preparation of the Partnership's financial statements, tax returns and other similar reports and any valuation expenses pursuant to Section 9.1) and consulting expenses (including the compensation of advisors, experts and scientists engaged as consultants) incurred by the Partnership or the General Partner on behalf of the Partnership; fees, costs and expenses incurred in connection with amending this Agreement; out-of-pocket expenses of the Advisory Committee, if any; the Management Fees; fees, costs and expenses of reporting to investors and investor meetings and any other Partnership-specific reporting, notification or other filing obligations; costs of Partnership's compliance with applicable law; reasonable premiums for insurance protecting the Partnership, the General Partner, the Management Company and their managers, members, employees and board members; Organizational Expenses; costs of winding up and liquidating the Partnership including any entities formed for the purpose of making or holding investments; expenses incurred in connection with a Limited Partner that defaults in respect of a Commitment; and other expenses associated with the Partnership, including extraordinary expenses such as litigation, workout and restructuring and indemnification expenses, if any (collectively, "Partnership Expenses").

(c) The Partnership shall bear all expenses incidental to organizing and forming the Partnership and offering Interests in the Partnership to prospective investors (the "Organizational Expenses"), up to two hundred and fifty thousand dollars ($250,000). The General Partner, the Management Company and/or their Affiliate(s) shall bear all Organizational Expenses in excess of two hundred and fifty thousand dollars ($250,000), unless otherwise approved by the Advisory Committee or a Majority in Interest of the Limited Partners. The Organizational Expenses include, without limitation, fees, costs and expenses related to structuring and forming the Partnership, traveling domestically and/or internationally to meet with prospective investors and attend conferences to meet prospective investors (e.g., reasonable transportation, lodging, meal and entertainment expenses and conference admission fees), preparing the Partnership's offering documents, drafting, reviewing and negotiating side letters with prospective investors (including preparing, distributing and implementing any most favored nations provisions).

(d) The General Partner or any of its Affiliates may, but will not be obligated to, advance its own funds to pay Partnership Expenses. The Partnership shall promptly reimburse the General Partner or an Affiliate thereof for any Partnership Expenses incurred by such party on behalf of the Partnership.

SECTION 9. VALUATION.

9.1 Valuation.

(a) The General Partner will value the Partnership's assets at their fair market value pursuant to this Section 9.

(b) When valuing liquid Carbon Credits – those that are frequently traded and have significant market activity – the General Partner uses a market-based approach to determine their value. The General Partner collects market prices from multiple reliable sources such as carbon trading exchanges, brokers and specialized pricing services that track and analyze carbon market trends. These sources provide real-time or near real-time data, offering insights into the ongoing trading prices of Carbon Credits.

(c) For non-traded or illiquid Carbon Credits, the Partnership shall follow a staged valuation approach based on the relevant Portfolio Project's progress. The valuation shall be determined by applying a percentage increase to the initial project cost at each development stage.

(d) If the General Partner in good faith determines that, because of special circumstances, the valuation methods set forth in Sections 9.1(b)-(c) do not fairly determine the value of an asset, the General Partner shall make such adjustments or use such alternative valuation method as it deems appropriate in its discretion.

(e) The General Partner shall submit each fair market value determination of an asset made pursuant to Section 9.1(d) to the Advisory Committee or to the Limited Partners. If, within thirty (30) days of receipt of such valuation, the Advisory Committee or a Majority in Interest of the Limited Partners notifies the General Partner of an objection to such valuation, then, the valuation shall be determined by an independent expert selected by the General Partner and the Advisory Committee or Majority in Interest of the Limited Partners, whose determination shall be final and binding on all Partners. If the General Partner and the Advisory Committee or Majority in Interest of the Limited Partners cannot agree upon an independent expert, the Advisory Committee or Majority in Interest of the Limited Partners shall appoint one expert to render a valuation, the General Partner shall appoint one expert to render a valuation and the average of such experts' valuations shall be adopted as the Partnership's valuation of the asset. Such determination shall be final and binding on all Partners. The fees and expenses of any expert or experts retained in accordance with this Section 9.1(e) shall be borne by the Partnership.

(f) No value shall be placed on the goodwill or the name of the Partnership in determining the value of the interest of any Partner or in any accounting among the Partners.

SECTION 10. BOOKS AND RECORDS; CONFIDENTIALITY.

10.1 Books and Records. At all times during the Partnership's continuance, it shall maintain, at its principal place of business (or at a place of business of any agent), copies of (a) separate books of account that shall show a true, fair and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Partnership's business and (b) the Partnership's books regarding ownership of Interests, Commitments and Capital Contributions and a copy of this Agreement and of the Certificate of Limited Partnership. Each Limited Partner, on reasonable prior notice to the

General Partner, shall have the right to examine the records of the Partnership to the extent permitted under Section 17-305(a) of the Act; provided that, to the maximum extent permitted under the Act, the General Partner shall have the right to impose such restrictions with respect to such examination as the General Partner, in its sole discretion, determines are appropriate under the circumstances. Each Limited Partner shall bear all expenses of such inspection and copying and shall keep all information obtained during such inspection confidential. The General Partner shall not be required, and each Limited Partner waives any right to require the General Partner, to account for the Partnership's assets or operations.

10.2 Reports and Tax Information. The General Partner shall send to each Person who was a Partner at any time during such year an IRS Schedule K-l annually. The General Partner will use commercially reasonable efforts to send to each Limited Partner annual audited financial statements within one hundred and twenty (120) days after the end of each fiscal year; provided, however, that if the Initial Closing occurs within three (3) months of the end of a fiscal year, the General Partner may elect to combine the audited financial statements of such fiscal year with the audited financial statements of the following fiscal year and send the combined audited financial statements to each Limited Partner within one hundred and twenty (120) days after the end of the following fiscal year. For the first three (3) quarters of each year, each Limited Partner will be furnished with unaudited financial statements, a statement of capital account and a schedule of new and existing investments within in sixty (60) days after the end of the applicable quarter. The reports and any information contained therein will be subject to confidentiality restrictions and limitations of Section 10.4. The foregoing audited annual financial statements and quarterly reports of the Partnership are dependent, in part, upon information to be provided to the General Partner by the Portfolio Projects. Accordingly, and notwithstanding anything to the contrary in this Section 10.2, the General Partner may furnish such annual financial statements and quarterly reports to the Limited Partners after the expiration of the time periods set forth above; provided the General Partner furnishes such annual financial statements and quarterly reports as soon as reasonably practicable thereafter following receipt of all financial information for each of the Portfolio Projects necessary to prepare such annual financial statements and quarterly reports.

10.3 Partnership Representative. The General Partner is hereby authorized to take the actions ultimately required to be designated as a "partnership representative" (or to designate an individual to act as partnership representative) for purposes of the Partnership Audit Provisions, and to take any and all actions that the "partnership representative" is authorized to take with respect to taxable years of the Partnership to which the Partnership Audit Provisions apply. The partnership representative shall use its reasonable efforts to apply the rules and elections under the Partnership Audit Provisions so that no Partner will bear any material tax as a result of any audit or proceeding that is attributable to another Partner (other than a predecessor in interest). The partnership representative is hereby authorized to take any action required or permitted (including, at the reasonable discretion of the partnership representative, making an election under Code Section 6226) to cause the financial burden of any "imputed underpayment" (as determined under Code Section 6225) and associated interest, adjustments to tax and penalties arising from a partnership-level adjustment that are imposed on the Partnership, and the cost of contesting any such partnership-level adjustment, to be borne by the Partners and former Partners to whom such imputed underpayment relates as determined by the partnership representative after consulting with the Partnership's accountants or other advisers, taking into account any differences in the amount of taxes attributable to each Partner because of such Partner's status. All Partners (and former Partners) agree to cooperate with, and to take all reasonable actions requested by the

partnership representative and the Partnership, to avoid or reduce any tax imposed under Code Section 6225, including cooperating with any election under Code Section 6226, or to otherwise allow the Partnership and the partnership representative to comply with the Partnership Audit Provisions. In addition, each current and former Limited Partner shall furnish such information as may be requested by the General Partner in connection with the Partnership Audit Provisions. The obligations of a Partner under this Section 10.3 shall survive a Partner's sale or other disposition of its interests in the Partnership and the termination, dissolution, liquidation, or winding up of the Partnership.

10.4 Confidentiality.

(a) Each Limited Partner shall keep confidential and shall not disclose without the prior consent of the General Partner any information, with respect to the Partnership, the General Partner, the Management Company, or an Affiliate of the foregoing, the Portfolio Investments or any prospective Portfolio Investments ("Confidential Information"); provided that a Limited Partner may disclose any Confidential Information (i) as has become generally available to the public other than as a result of the breach of this Section 10.4 by such Limited Partner or any agent or Affiliate of such Limited Partner, (ii) to the extent necessary in order to comply with any law, order, regulation or ruling applicable to the Limited Partner, (iii) as may be required to be included in any report, statement or testimony required or requested to be submitted to any municipal, state or national regulatory body having jurisdiction over such Limited Partner and (iv) to its professional advisors, trustees and beneficiaries ("Limited Partner Representatives"), and the professional advisors, trustees and beneficiaries of such Limited Partner Representatives; provided that such Persons are advised of, and have agreed to be bound by, the confidentiality provisions herein, and the Limited Partner shall remain fully responsible and liable for any breach of this Section 10.4 by any of its Limited Partner Representatives. To the fullest extent permitted by law, to the extent a Limited Partner seeks to disclose Confidential Information pursuant to clauses (ii) or (iii) hereunder, such Limited Partner shall provide the General Partner with prompt notification prior to the time of any such disclosure so the General Partner may seek an appropriate protective order or any other appropriate relief to prevent or withhold any such disclosure. A Limited Partner must promptly notify the General Partner in writing if it is or becomes subject to any "freedom of information" or similar law, rule or regulation that imposes upon such Limited Partner an obligation to make information available to the public. In addition, such Limited Partner shall request confidential treatment of the Confidential Information, and shall take such action as necessary for such Confidential Information to be exempt from disclosure, to the maximum extent permitted under such law, rule or regulation.

(b) Each Limited Partner acknowledges and agrees that (i) the provisions of this Section 10.4 are intended to protect the interests of the Partnership, the General Partner, the Management Company, the Portfolio Investments and the Limited Partners and (ii) the Confidential Information, including this Agreement, constitutes confidential proprietary information and trade secrets of the General Partner, the Management Company and the Partnership because such information is used routinely in connection with the business operations of the General Partner, the Management Company and the Partnership. Each Limited Partner agrees that any document constituting or containing any Confidential Information shall be promptly returned to the Partnership upon the General Partner's written request.

(c) Notwithstanding anything in this Agreement to the contrary, the General Partner shall have the right to keep confidential from any or all Limited Partners for such a period of time

as the General Partner deems reasonable in its discretion (i) any information that the General Partner determines to be in the nature of trade secrets that should not be disclosed to the Limited Partners, and (ii) any other information (A) the disclosure of which the General Partner determines is not in the best interests of the Partnership or could damage the Partnership or any Portfolio Investment (including, for avoidance of doubt, a determination by the General Partner that disclosure of such Confidential Information to one (1) or more Partners constitutes a disclosure risk with respect to such Confidential Information or that disclosure of such Confidential Information would violate the provisions of Section 5.2(c)), or (B) that the Partnership is required by law or by agreement with a third Person to keep confidential.

(d) Notwithstanding the confidentiality restrictions otherwise set forth in Section 10.4, nothing contained herein shall prohibit any Partner from reporting possible violations of federal law or regulation to any governmental agency or entity including but not limited to the U.S. Department of Justice and/or the U.S. Securities and Exchange Commission, or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation.

SECTION 11. TRANSFERS.

11.1 Transfer by General Partner. The General Partner shall not assign, pledge, encumber or otherwise Transfer its interest in the Partnership to a third party without the prior consent of the Advisory Committee or a Majority in Interest of the Limited Partners, provided, however, that the General Partner may assign, pledge, encumber or otherwise Transfer its interest in the Partnership, in whole or in part, to an Affiliate without the consent of the Advisory Committee or the Limited Partners.

11.2 Transfer by Limited Partners.

(a) Subject to Section 11.4, a Limited Partner may not withdraw from the Partnership or assign or otherwise Transfer all or a portion of its Interest in the Partnership to one (1) or more other Persons (each an "Assignee") unless the General Partner provides its prior written consent (which may be withheld or granted in its sole discretion), provided that, in any event, each such Transfer shall be subject to the satisfaction of the following conditions unless waived by the General Partner:

(i) the transferring Partner and the Assignee shall represent that (A) the proposed Transfer will not be effected on or through (1) a U.S. national, regional or local securities exchange, (2) a non-U.S. securities exchange or (3) an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers (including, without limitation, the NASDAQ System) and (B) it is not, and the proposed Transfer will not be made by, through or on behalf of (1) a Person, such as a broker or a dealer, making a market in Interests in the Partnership or (2) a Person who makes available to the public bid or offer quotes with respect to Interests in the Partnership;

(ii) such Transfer will not be effected on or through an "established securities market" or a "secondary market or the substantial equivalent thereof," as such terms are used in Treasury Regulations Section 1.7704-1;

(iii) such Transfer is exempt from the registration requirements of the Securities Act and the registration or qualification requirements of state securities laws;

(iv) such assignment or Transfer would not cause the Partnership to become taxable as a corporation under the Code;

(v) such assignment or Transfer would not result in a violation of applicable law, including the federal and state securities laws, or any term or condition of this Agreement;

(vi) such assignment or Transfer would not result in a requirement that the Partnership register as an investment company under the Investment Company Act;

(vii) such Transfer would not (by itself or taken together with other Transfers) cause the Partnership to be treated as a publicly traded partnership for purposes of Code Section 7704; and

(viii) at the discretion of the General Partner, in connection with any such Transfer for consideration the Assignee shall pay to the General Partner any unpaid Carried Interest attributable to the Interest to be Transferred based on the amount of such consideration and, solely for purposes of Section 4.2(a)(i), the aggregate amount paid by the Assignee shall be treated as a Capital Contribution by the Assignee.

For the avoidance of doubt, the General Partner shall be permitted to withhold its consent to any Transfer if it believes there is a reasonable risk that a proposed Transfer would not be consistent with the requirements of the preceding subsections.

(b) Each Assignee shall have the right to become a Partner (a "Substitute Partner") upon satisfaction of the following conditions:

(i) the duly executed and acknowledged written instrument of assignment shall have been filed with the Partnership;

(ii) the transferring Partner and the Assignee shall have executed and acknowledged such other instruments and taken such other action as the General Partner shall reasonably deem necessary or desirable to effect such substitution, including, without limitation, the execution by the Assignee of a counterpart of or an appropriate supplement to this Agreement pursuant to which such Assignee agrees to be bound by the terms and provisions hereof;

(iii) the conditions set forth in this Section 11.2 have been satisfied, and, if reasonably requested by the General Partner, the transferring Partner or the Assignee shall have obtained an opinion of counsel reasonably satisfactory to the General Partner as to (A) such Transfer being exempt from the registration requirements of the Securities Act and the registration or qualification requirements of state securities laws and (B) the matter referred to in clause (v) of Section 11.2(a); such counsel may rely as to factual matters on a certificate of facts that will be provided to it by its client and by the General Partner;

(iv) the transferring Partner and/or the Assignee shall have paid to the Partnership such amount of money as is sufficient to cover all reasonable expenses incurred by or on behalf of the Partnership in connection with such substitution and/or Transfer; and

(v) the General Partner shall have consented in writing to such substitution (which consent may be withheld or granted in the General Partner's discretion).

(c) No attempted Transfer or substitution shall be recognized by the Partnership and any purported Transfer or substitution shall be void unless effected in accordance with this Agreement.

11.3 Further Actions. The General Partner or its successor shall cause this Agreement to be amended to reflect as appropriate the occurrence of any of the transactions referred to in Section 11.2 as promptly as is practicable after such occurrence.

11.4 Death, Bankruptcy, Dissolution or Incapacity of a Limited Partner. The death, Bankruptcy, dissolution or adjudicated incompetency of a Limited Partner shall not in and of itself cause a dissolution of the Partnership, but the rights of such Limited Partner to share in the Profits and Losses of the Partnership, to receive distributions and to assign its Interest in the Partnership pursuant to Section 11.2(a) or cause the substitution of a substituted Limited Partner pursuant to Section 11.2(b) shall, on the happening of such an event, devolve on its successor, executor, administrator, guardian, conservator or other legal representative for the purpose of settling its estate or administering its property, or in the event of the death of a Limited Partner whose Interest is held in joint tenancy, pass to the surviving joint tenant, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership. Such successor or personal representative, however, shall become a substituted Limited Partner only as provided in Section 11.2(b) with respect to an assignee of a Limited Partner's Interest. The successor or estate of the Limited Partner shall be liable for all the obligations of the deceased, bankrupt, dissolved or incapacitated Limited Partner.

SECTION 12. DURATION AND TERMINATION OF THE PARTNERSHIP.

12.1 Duration. The Partnership commenced operations on the date of the filing of the Certificate of Limited Partnership pursuant to the Act and shall be perpetual, unless sooner dissolved, wound up and terminated in accordance with the provision of this Agreement or the Act. The Partnership shall be dissolved upon the first to occur of any of the following events:

(a) Ten (10) years after the Initial Closing (the "Term"), provided, that the Term may be extended by the General Partner, in its sole discretion, for up to two (2) additional one (l)-year periods, provided, further, that upon the conclusion of such extensions of the Term, the General Partner may further extend the Term for additional one (1)-year periods with the prior consent of the Advisory Committee or a Majority in Interest of the Limited Partners;

(b) Upon the election of the General Partner and the consent by a Majority in Interest of the Limited Partners to liquidate the Partnership assets and wind up the affairs of the Partnership;

(c) Any winding up and dissolution required by this Agreement or the operation of law; or

(d) In the event that a remediation plan for a Key Person Event is not approved within one hundred and eighty (180) days of the date of such Key Person Event pursuant to Section 5.6(b),

by the election of the Advisory Committee or a Majority in Interest of the Limited Partners and the consent of Two-Thirds in Interest of the Limited Partners.

The Management Company may, with the approval of the Advisory Committee or a Majority in Interest of the Limited Partners, sell one or more of the Partnership's Portfolio Investments to a Successor Fund prior to or in connection with winding up and dissolving the Partnership.

12.2 Liquidation. Upon the dissolution of the Partnership, the General Partner (or, if there is no general partner, a Person who may be approved by the Advisory Committee or a Majority in Interest of the Limited Partners shall act as liquidator to wind up the Partnership) shall have full power and authority to sell or assign any or all of the Partnership's assets and to wind up the Partnership and liquidate its assets in an orderly and businesslike manner. All proceeds from liquidation shall first be applied in payment of expenses properly incurred in the winding up, including the remuneration of the liquidator, following which the proceeds shall be distributed in the following order of priority: (a) to creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction or provision for payment of liabilities of the Partnership, including any contingent liabilities of the Partnership (whether by payment or establishment of reasonable reserves in accordance with the terms of this Agreement) other than liabilities for distributions to Partners on account of their respective Interests in the Partnership and (b) to the Partners in accordance with Section 4.2. A reasonable time shall be allowed for the winding up of the affairs of the Partnership in order to minimize any losses that might otherwise result. The General Partner shall use commercially reasonable efforts to carry out the liquidation in conformity with the timing requirements of Treasury Regulations Section 1.704-l(b)(2)(ii)(g), but will not be bound to do so or liable in any way to any Partner for failure to do so.

12.3 Final Distribution. Subject to Section 12.2, the General Partner shall use commercially reasonable efforts to liquidate the Partnership's assets and distribute cash to the Partners. If the General Partner shall determine, because the distribution of cash would not be in the best interests of the Partnership or would be impracticable, that a portion of the Partnership's assets should be distributed in kind to the Partners in accordance with Section 4.5 and such assets' fair market value shall be determined in accordance with Section 9.1. Any unrealized appreciation or depreciation with respect to such assets shall be allocated among the Partners in accordance with Section 6, and distribution of any such assets in kind to a Partner shall be considered a distribution of an amount equal to the assets' fair market value for purposes of Section 12.2.

12.4 Termination. Upon the completion of the winding up of Partnership assets as provided in Section 12.2 and Section 12.3, the legal existence of the Partnership shall be terminated by the filing of a Certificate of Cancellation of the Certificate of Limited Partnership by the Person acting as liquidator.

SECTION 13. MISCELLANEOUS.

13.1 Amendment.

(a) Except as otherwise provided in this Section 13.1 or Section 13.2, this Agreement may be modified or amended only upon execution by the General Partner and a Majority in Interest of the Limited Partners of a written amendment to this Agreement or of a written amended and restated Agreement, provided, however, that any provision of this Agreement requiring the vote

or consent of a greater percentage in interest of the Limited Partners may only be waived, modified, deleted or amended with the vote or written consent of the General Partner and such greater percentage in interest of the Limited Partners as is required by such provision, and provided further, that the immediately preceding proviso may only be waived, modified, deleted or amended by the highest percentage in interest voting threshold contained in this Agreement. For the purpose of obtaining the Limited Partners' consent to a proposed amendment to this Agreement pursuant to this Section 13.1(a), the General Partner may require a response from the Limited Partners within at least fifteen (15) days, and the failure by a Limited Partner to respond within such fifteen (15)-day period shall constitute a vote in favor of, and consent to, such proposed amendment.

(b) Notwithstanding the provisions of Section 13.1(a), the General Partner shall have the authority to amend or modify this Agreement without any vote or other action by the other Partners: (i) to satisfy any requirements, conditions, guidelines, directives, orders, rulings or regulations of any governmental authority, or as otherwise required by applicable law; (ii) to reflect the admission of substitute, additional or successor Partners and Transfers of Interests pursuant to this Agreement; (iii) to qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership conducts or plans to conduct business; (iv) to change the name of the Partnership; (v) in accordance with Sections 3.1, 3.2(b), 3.6 or 5.12; (vi) to cure any ambiguity or correct or supplement any provisions herein contained that may be incomplete, inaccurate or inconsistent with any other provision herein contained or to correct any typographical errors contained herein, or (vii) to make any other changes that the General Partner determines in good faith do not materially and adversely affect the rights and obligations, taken as a whole, of any existing Limited Partners, including any changes negotiated with a Limited Partner admitted at a Subsequent Closing.

(c) No amendment that materially and adversely affects a Limited Partner disproportionately relative to the Limited Partners generally shall become effective without the consent of such Limited Partner.

(d) The General Partner shall provide the Limited Partners with a copy of each amendment to this Agreement promptly following the effective date of such amendment.

13.2 Tax Related Amendments. Notwithstanding any other provision in this Agreement to the contrary, if after the Initial Closing, any statute, rule or regulation is enacted or promulgated (or if the General Partner determines that such enactment or promulgation is imminent) or becomes effective or the U.S. Internal Revenue Service issues any notice or announcement that affects the U.S. federal income tax treatment of any allocations or distributions related to the General Partner's Carried Interest or GP Affiliated Person(s)' Commitment then the General Partner may amend this Agreement in any manner, without the consent of any Limited Partner; provided, however, that (a) the General Partner shall not be permitted to amend this Agreement pursuant to this Section 13.2 in any manner that would materially and adversely affect any Limited Partner's economic interest in the Partnership (without the prior written consent of such Limited Partner), and (b) the General Partner shall bear any costs or expenses incurred by the Partnership in connection with any amendments that are made pursuant to this Section 13.2.

13.3 Headings; Internal References. When a reference is made in this Agreement to Sections, such reference shall be to a Section to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for convenience and reference purposes only and shall not be deemed to alter or affect in any way the meaning or interpretation

of any provisions of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

13.4 Integration. This Agreement and the Subscription Agreement that is executed by each Limited Partner in connection with this Agreement and each side letter or similar agreement entered into pursuant to Section 13.7 constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior agreements and understandings pertaining thereto.

13.5 Notices. Any notice or demand required or permitted to be given or made to or upon any party hereto pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes if (a) in writing and delivered by hand, overnight express courier service against receipt, or by registered or certified mail, or (b) sent by email, to such party at the address set forth in the books and records of the Partnership, or such other address as any party hereto may at any time, or from time to time, direct by notice given to the other party in accordance with this Section 13.5. The General Partner shall amend the books and records of the Partnership from time to time to reflect any such change. Any notice complying with the foregoing shall be deemed to have been given, (i) when delivered personally, (ii) on the next Business Day after being sent by a recognized overnight courier service, (iii) on the third day after being sent by registered or certified mail, postage prepaid, return receipt request, and (iv) upon being sent by email transmission during normal business hours or on the following Business Day.

13.6 Actions and Power of Attorney.

(a) Each Partner shall execute and deliver such other certificates, agreements and documents, and take such other actions, as may be required by law or, upon advice of counsel to the General Partner, advisable and, in such case, requested by the General Partner in connection with the formation of the Partnership and the achievement of its purposes, including, without limitation, (i) any documents that the General Partner deems necessary or appropriate to form, qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership conducts or plans to conduct business and (ii) all such agreements, certificates, tax statements and other documents as may be required to be filed in respect of the Partnership.

(b) Each Partner hereby constitutes and appoints the General Partner, with full power of substitution, the true and lawful attorney-in-fact and agent of such Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its Assignee's name, place and stead, all in accordance with the terms of this Agreement, all instruments, documents and certificates that may from time to time be required by the laws of the United States of America, the State of Delaware, any other jurisdiction in which the Partnership conducts or plans to conduct its affairs or any political subdivision or agency thereof to effectuate, implement and continue the valid existence and affairs of the Partnership, including the power and authority to verify, swear to, acknowledge, deliver, record and file:

(i) all certificates and other instruments, including any amendments to this Agreement or the Certificate of Limited Partnership, which the General Partner deems appropriate to form, qualify or continue the Partnership as a limited partnership (or a company in which the members have limited liability) in the State of Delaware and all other jurisdictions in which the Partnership conducts or plans to conduct its affairs;

(ii) any amendments to this Agreement or any other agreement or instrument which the General Partner deems appropriate to (A) effect the addition, substitution or removal of any Partner or General Partner pursuant to this Agreement, or (B) effect any other amendment or modification to this Agreement, but only if such amendment or modification is duly adopted in accordance with the terms hereof;

(iii) all conveyances and other instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership pursuant to the terms hereof, including the writing required by the Act to cancel the Certificate of Limited Partnership; and

(iv) certificates of assumed name and such other certificates and instruments as may be necessary under the fictitious or assumed name statutes from time to time in effect in the State of Delaware and all other jurisdictions in which the Partnership conducts or plans to conduct its affairs.

(c) The power of attorney granted herein shall be deemed to be coupled with an interest, shall survive and not be affected by the dissolution, bankruptcy or legal disability of the Partner, and shall extend to such Partner's successors and assigns. Any Person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorized, regular and binding, without further inquiry. If required, the Partner shall execute and deliver to the General Partner within five (5) days after the receipt of a request therefor, such further designations, powers of attorney or other instruments as the General Partner shall reasonably deem necessary for the purposes hereof. The foregoing power-of-attorney may be exercised by the General Partner either by signing separately as attorney-in-fact for a Partner or, after listing the names of all the Partners, by a single signature of the General Partner acting as attorney-in-fact for all of them.

13.7 Side Letters. Notwithstanding the other provisions of this Agreement or of any Subscription Agreement, it is hereby acknowledged and agreed that the General Partner, on behalf of the Partnership, without the approval of any Limited Partner or any other Person, may enter into a separate side letter or similar agreement to or with a Limited Partner or prospective Limited Partner that has the effect of establishing rights under, or waiving or varying certain terms of, this Agreement, or allowing such investors to invest on different terms than those specifically described in this Agreement, including, without limitation, terms relating to fees, including the Management Fee, and Carried Interest, or depth of information provided to such investors concerning the Partnership. The General Partner also may grant limited liquidity rights with respect to a Limited Partner as may be warranted by investor-specific legal or regulatory requirements. The parties hereto agree that any terms contained in a separate side letter or similar agreement to or with a Limited Partner or prospective Limited Partner shall govern with respect to such Limited Partner or prospective Limited Partner notwithstanding the provisions of this Agreement and/or of any Subscription Agreement.

13.8 Legal Counsel. Each Partner hereby agrees and acknowledges that:

(a) Winston & Strawn LLP has been retained by the General Partner in connection with the formation of the Partnership and the offering of Interests in the Partnership and in such capacity has provided legal services to the General Partner and the Management Company. Each of the

General Partner and the Management Company expects to retain Winston & Strawn LLP in connection with legal issues arising from the management and operation of the Partnership.

(b) Winston & Strawn LLP does not and will not represent the Limited Partners in connection with the formation of the Partnership, the offering of Interests in the Partnership, the management and operation of the Partnership, or any dispute that may arise between the Limited Partners on the one (1) hand and the General Partner and/or the Management Company on the other (the "Partnership Legal Matters").

(c) Each Limited Partner will, if it wants counsel on a Partnership Legal Matter, retain at its expense its own independent counsel with respect thereto.

(d) Each Limited Partner hereby agrees that Winston & Strawn LLP may represent the General Partner, the Management Company and/or the Partnership in connection with any and all Partnership Legal Matters (including any dispute between or among the General Partner, the Management Company, the Partnership and one (1) or more Limited Partners) and waives any conflict of interest in connection with the foregoing representation.

13.9 Withdrawal.

(a) Notwithstanding anything to the contrary contained herein, if, following a Limited Partner's investment in the Partnership, (i) it is discovered that such Limited Partner's investment contravenes, or the General Partner determines in its reasonable discretion that such Limited Partner's investment would likely contravene, any U.S. federal, state or other laws or regulations applicable to the Partnership, the General Partner, the Management Company and/or to such Partner, including any anti-money laundering laws or regulations, (ii) the General Partner determines in its reasonable discretion that such Limited Partner's investment would subject any GP Affiliated Person to material and adverse legal, tax or other regulatory requirements that cannot reasonably be avoided without materially adverse consequences to any such GP Affiliated Person or such Limited Partner, (iii) the General Partner determines in its reasonable discretion that such Limited Partner's status as a Partner would be reasonably likely to result in a significant and adverse delay with respect to the activities of, or an extraordinary expense of, or have a materially adverse effect on, the Partnership and/or any of its Portfolio Investments, or (iv) the General Partner believes, in its sole discretion, that the Limited Partner's status as a Partner is disruptive to, or is having a materially adverse effect on, the General Partner's, the Management Company's or the Partnership's respective activities or business operations, then the General Partner may, in its sole discretion, and in each case, cause the Partnership to immediately withdraw such Limited Partner, and such Limited Partner shall have no claim against any GP Affiliated Person for any form of damages as a result of such forced withdrawal or other action.

(b) Notwithstanding anything to the contrary contained herein, (i) a Governmental Plan Partner or a Bank Holding Company Act Partner may elect to withdraw from the Partnership if such Governmental Plan Partner or Bank Holding Company Act Partner, as applicable, obtains an opinion of counsel (which counsel shall be reasonably acceptable to the General Partner) to the effect that such Governmental Plan Partner or Bank Holding Company Act Partner's investment, as applicable, in the Partnership is or would likely be in violation of law, statute, regulation, written interpretation or directive of any governmental authority, in each case, enacted or promulgated after the date on which such Governmental Plan Partner or Bank Holding Company Act Partner, as applicable, was admitted to the Partnership, or (ii) a Private Foundation Partner may elect to

withdraw from the Partnership if such withdrawal is necessary in order for the Private Foundation Partner to avoid (A) excise taxes imposed by Subchapter A of Chapter 42 of the Code (other than Sections 4940 and 4942 thereof), or (B) a material breach of the fiduciary duties of its trustees under any federal or state law applicable to private foundations or any rule or regulation adopted thereunder by any agency, commission, or authority having jurisdiction.

(c) In the event a withdrawal is required under Sections 3.9 or 13.9(a) or elected and permitted under Section 13.9(b), the withdrawing Limited Partner shall be entitled to receive as soon as reasonably practicable after the effective date of such withdrawal an amount equal to the fair market value of such Limited Partner's Interest as of the effective date of the withdrawal (calculated by treating all Partnership assets as though sold at fair market value). The fair market value of such Limited Partner's Interest shall be determined in accordance with Section 9.1 with any unrealized appreciation or depreciation allocated in accordance with Section 6. Any distribution or payment to a withdrawing Limited Partner pursuant to this Section 13.9(c) may, in the sole discretion of the General Partner, be made in cash, in kind or in the form of a promissory note bearing interest at the rate of interest per annum equal to the Prime Rate and having all of the principal thereof and interest thereon payable upon liquidation of the Partnership, or any combination thereof. No approval of the Advisory Committee or of the other Limited Partners shall be required prior to the making of such distribution.

13.10 Waiver of Partition and Accounting. Except as may be otherwise required by law, each Limited Partner hereby irrevocably waives any and all rights that it may have to maintain an action for an accounting or for partition or any similar action of any of the Partnership′s property.

13.11 Arbitration; Jurisdiction.

(a) EACH LIMITED PARTNER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT SUCH LIMITED PARTNER MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.

(b) To the fullest extent permitted by law, by executing this Agreement, each Partner hereby agrees that any Claim shall be resolved exclusively through confidential binding arbitration with, and according to the rules of, either JAMS (www.jamsadr.com) or the American Arbitration Association (www.adr.org), as determined by the General Partner, in its sole discretion, provided that in the event that the arbitration is held outside of the United States of America and neither JAMS nor the American Arbitration Association are available, the General Partner shall, in its sole discretion, select a comparable arbitration service. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. Any arbitration, mediation, court action, or other adjudicative proceeding arising out of or relating to this Agreement ("Proceeding") shall be held in Dover, Delaware USA or, if a Proceeding cannot be lawfully held in such location, as near thereto as applicable law permits. To the maximum extent permitted by applicable law, in any dispute relating to the obligation of a party to make indemnification payments, the burden of proof shall be upon the party seeking to avoid making such payments. The resolution of any controversy or claim described in this Section 13.11(b) shall be conducted in the English language and, to the maximum extent reasonably practicable, in a manner that preserves the confidentiality of confidential information relating to the Partnership and otherwise minimizes disruption to the operations of the Partnership.

(c) Each party shall bear its own attorney's fees, costs, and disbursements arising out of a Proceeding, provided that the prevailing party or parties in such Proceeding shall be reimbursed by the party or parties who do not prevail for their reasonable attorneys, accountants and experts' fees and related expenses (including reasonable charges for in-house legal counsel and related personnel) and for the costs of such Proceeding. In the event that different parties prevail on different issues, the rule set forth in the preceding sentence shall be adjusted to, as closely as reasonably possible, give equitable effect to the underlying intent that a party prevailing on a particular issue shall recover costs for advancing its position on that issue. In the event that two or more parties are deemed liable for a specific amount payable or reimbursable under this Section 13.11(c), such parties shall be jointly and severally liable therefor. The Partners acknowledge and declare that the rules set forth in this Section 13.11(c) are intended, without limitation, to reduce the overall costs and likelihood of litigation and hereby direct any applicable arbitrator, mediator, court or other adjudicative tribunal or forum to give maximum effect to such rules under applicable law.

(d) The arbitrator(s) shall be authorized to award compensatory damages, but shall not be authorized (i) to award non-economic damages, (ii) to award punitive damages, or (iii) to reform, modify or materially change this Agreement or any other agreements contemplated hereunder; provided that the damage limitations described in parts (i) and (ii) of this sentence will not apply if such damages are statutorily imposed. The arbitrator(s) also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the arbitrator(s) deem just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance.

(e) Any judgment or award rendered by the arbitrator(s) will be final, binding and non-appealable, and judgment may be entered by any court having jurisdiction thereof. Each Partner expressly acknowledges that, pursuant to this Section 13.11, it is waiving certain rights and protections which may otherwise be available if a Claim between the parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this Section 13.11, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.

13.12 UBTI; ECI**.** The General Partner shall use commercially reasonable efforts to minimize (a) the amount of UBTI recognized by a Tax Exempt Partner as a result of its investment in the Partnership and (b) the amount of ECI recognized by any Non-U.S. Partner as a result of its investment in the Partnership; provided, however, that the foregoing shall not apply to (i) any UBTI attributable to indebtedness and guarantees permitted under Section 3.8 or (ii) any UBTI or ECI attributable to any fees paid to a GP Affiliated Person that offset the Management Fee. The Limited Partners acknowledge that the General Partner may use Alternative Investment Vehicles to structure Portfolio Investments in order to comply with the obligations of this Section 13.12, and the General Partner shall be deemed to satisfy its commercially reasonable efforts undertaking in this Section 13.12 with respect to a Portfolio Investment if it provides such an Alternative Investment Vehicle for such Portfolio Investment.

13.13 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws, without regard to principles of conflicts of laws, except to the extent such laws are preempted by applicable U.S. federal law.

13.14 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. There shall be substituted for such provision so rendered ineffective a provision that, as far as legally possible, most nearly reflects the intent of the parties hereto.

13.15 Digital Signatures. To the maximum extent permitted by applicable law, any vote, consent, approval, waiver, agreement, amendment or other document or instrument that is permitted or required to be signed, executed or otherwise affirmed by a Person pursuant to or otherwise in connection with this Agreement may be signed, executed or otherwise affirmed in digital form (e.g., via e-mail or third party digital signing service) and no physical signature shall be required.

13.16 No Third Party Beneficiaries. Except with respect to the Partnership's obligations to Protected Persons under Section 7.3 and Section 7.4, the rights of a lender in connection with a capital call line of credit or credit facility established by the Partnership as permitted under Section 3.8, and/or as otherwise specifically provided in this Agreement, the provisions of this Agreement are not for the benefit of, or enforceable by, any third party and shall not give rise to any rights with respect to any third party.

13.17 Non-Waiver. No waiver of the provisions hereof shall be valid unless in writing and signed by the party to be bound and then only to the extent therein set forth. Except as specifically herein provided, no failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

13.18 Further Assurances. Each Limited Partner hereby covenants and agrees on behalf of itself and its successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other information, instruments, documents, tax forms and statements and to take such other actions as may be reasonably requested by the General Partner in order to effectively carry out the purposes of the Partnership and this Agreement. By executing this Agreement, each Limited Partner waives any provision under the laws and regulations of any jurisdiction that would, in the absence of such waiver, prevent or inhibit the Partnership's compliance with applicable law as described in this paragraph including, but not limited to preventing (i) the Limited Partner from providing any requested information or documentation, or (ii) the disclosure by the General Partner or its agents of the provided information or documentation to applicable governmental or regulatory authorities.

13.19 Force Majeure. Whenever any act or thing is required of a GP Affiliated Person hereunder to be done within any specified period of time, such GP Affiliated Person shall be entitled to such additional period of time to do such act or thing as shall equal any period of delay resulting from causes beyond the reasonable control of such GP Affiliated Person; provided that this provision shall not have the effect of permanently relieving such GP Affiliated Person from the obligation to perform any such act or thing.

13.20 Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in

either the masculine or the neuter gender shall include the masculine, the feminine and the neuter. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" to the extent such words are not already so qualified. This Agreement shall not be construed against any party by reason of that party having caused this Agreement to be drafted. In the event of any ambiguity or inconsistency, the provisions of this Agreement shall be interpreted in a manner that gives effect to the Fund's economic intent, namely that allocations and distributions are determined based on time-weighted capital participation and the satisfaction of the Preferred Return.

13.21 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one (1) and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

GENERAL PARTNER:

First Mover GP LLC, a Delaware limited liability company

By:_____
Name: Selwyn Duijvestijn
Title: Authorized Signatory

LIMITED PARTNERS:

First Mover GP LLC, a Delaware limited liability company, pursuant to the power of attorney set forth in the Subscription Agreement of each Limited Partner

By:_____
Name: Selwyn Duijvestijn
Title: Authorized Signatory

INITIAL LIMITED PARTNER:

_____
Selwyn Duijvestijn