Final Version Dated 18/09/2023

PRIVILEGED & CONFIDENTIAL

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

Screencrib Platform LP

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MODEL LPA SERIES APPENDIX

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

SCREENCRIB PLATFORM LP

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF SCREENCRIB PLATFORM LP (the "**Partnership**") is dated as of this Wednesday of 13th September, 2023 by and among Screencrib Platform GP, LP, a Delaware limited partnership as the General Partner, Screencrib Limited, an English limited company (the "**Initial Limited Partner**"), and each of the Persons who are as of the date hereof or are later admitted as Limited Partners of the Partnership associated with a Series in accordance with the provisions hereof. The General Partner, the Initial Limited Partner, and the Limited Partners are referred to herein collectively as the "**Partners**." Each capitalized term used in the preamble and recitals herein without definition has the meaning specified in Section 1.1.

WHEREAS, the Partnership was formed as a limited partnership pursuant to the Act upon the execution of the Agreement of Limited Partnership of the Partnership on June 12, 2023 (the "**Initial Agreement**"), by the General Partner and the Initial Limited Partner, and the filing of the Certificate with the Office of the Delaware Secretary of State on the same date;

WHEREAS, it is intended that the Partnership establish multiple series of interests (each a "**Series**"), and that each Series be considered a separate and distinct "series" for purposes of Section 17-218 of the Act and U.S. federal income tax purposes;

WHEREAS, it is expected that each Series will invest in a single ProjectCo and each ProjectCo will hold the rights to one or more Projects, all as provided in its LPA Series Appendix; and

WHEREAS, the Partners wish to amend and restate the Initial Agreement to make the changes set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound and to reflect the foregoing, the parties hereto hereby amend and restate the Initial Agreement in its entirety as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following defined terms used in this Agreement shall have the respective meanings specified below.

"**1940 Act**" shall mean the Investment Company Act of 1940, as amended.

"**Act**" shall mean the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §§ 17-101 et seq., as it may be amended from time to time.

"**Additional Limited Partner**" shall have the meaning provided by Section 2.9C) hereof.

"**Advisers Act**" shall mean the Investment Advisers Act of 1940, as amended.

"**Affiliate**" shall mean, with respect to any Person, any other Person that, directly or indirectly, controls, is under common control with, or is controlled by that Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Agreement**" shall mean this Amended and Restated Agreement of Limited Partnership of the Partnership, as it may be further amended, restated or supplemented, in accordance with the terms of this Agreement, from time to time.

"**Alternative Investment Vehicles**" shall have the meaning provided by Section 3.6 hereof.

"**assign**" shall have the meaning provided by Section 8.3(a) hereof.

"**Authorized Representative**" shall have the meaning provided by Section 13.2A)(ii) hereof.

"**Bankruptcy**" with respect to a Partner shall mean (i) 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 Code or any other federal, state or foreign insolvency law, or a Partner's filing an answer consenting to or acquiescing in any such petition, (ii) the making by a Partner of any assignment for the benefit of its creditors, (iii) the expiration of sixty (60) days after the filing of an involuntary petition under Title 11 of the 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 foreign insolvency law, provided that the same shall not have been vacated, set aside or stayed within such sixty-day period or, within sixty (60) days after the expiration of any such stay, the same is not vacated, (iv) the commencement of liquidation proceedings (including the filing of any petition therefor), whether voluntary or compulsory, of a Partner or (v) 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 Partnership General Partner or Series General Partner, be deemed to replace Sections 17-402(a)(4) and (5) of the Act.

"**Business Day**" shall mean, with respect to a Series, any day on which banks are open for normal banking business in London, England, except as the Series General Partner may otherwise determine in its discretion.

"**Capital Account**" shall have the meaning provided by Section 7.2 hereof.

"**Capital Contribution**" means, as to each Partner of a Series, the total amount of money and/or property contributed by such Partner to the capital of that Series less any portion of

a contribution (i) not used by that Series for its intended purpose and refunded to such Partner within ninety (90) days or (ii) withdrawn by such Partner pursuant to Section 3.1.

"**Carrying Value**" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Partnership or a Series shall be adjusted to equal its gross Fair Market Value at the time of its contribution and (ii) the Carrying Values of all assets held by the Partnership shall be adjusted to equal their respective gross Fair Market Values (taking Code Section 7701(g) into account) upon an adjustment to the Capital Accounts of the Partners of the Partnership or such Series, as applicable, as described in Treasury Regulation Section 1.704-1(b)(2)(iv)(f). The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"**Certificate**" shall have the meaning provided by Section 2.1 hereof.

"**Closing**" shall have the meaning provided by Section 2.9A) hereof.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any successor statute.

"**Completion Guaranty**" shall mean, with respect to a particular ProjectCo, the securance of a bond as a guarantee for the completion of production or delivery of the Project.

"**Confidential Information**" shall mean this Agreement, the Subscription Materials, the Memorandum, all financial statements, tax reports, portfolio valuations, reviews or analysis of potential or actual Investments, reports and any other materials prepared or produced by the Partnership, any Series, any Alternative Investment Vehicle, the Partnership General Partner, any Series General Partner, the Investment Adviser, or the administrator, and all other documents and information concerning the affairs of the Partnership or any Series (including Alternative Investment Vehicles) and its Investments, including, without limitation information about the entities in which the Partnership or Series has invested or will invest, the Limited Partners, distributions that a Limited Partner may receive pursuant to or in accordance with this Agreement or such Partner's Subscription Materials.

"**Consent**" shall mean, with respect to the Partnership or a Series, as applicable, (i) the required approval by a vote at a meeting of Partners of the Partnership or such Series, as applicable, called and held pursuant to this Agreement, (ii) the written approval of Partners of the Partnership or such Series, as applicable, required or permitted to be given pursuant to this Agreement, or (iii) the act of granting such required approval of Partners of the Partnership or such Series, as applicable, as the context requires.

"**Covered Person**" shall mean, with respect to the Partnership or a Series, as applicable, the Partnership General Partner, the Series General Partner and the Investment Adviser of the Partnership or such Series, as applicable, along with each of their respective Affiliates, and each member, manager, shareholder, partner, director, trustee, officer, and employee of any of the foregoing, each of their respective successors and assigns, and each Person who previously served in any such capacity.

"**Covered Losses**" shall have the meaning provided by Section 6.4D) hereof.

"**Disposition**" shall mean the sale, exchange or other disposition by a Series, or the redemption, repayment or repurchase by the issuer, of all or any portion of an interest in an Investment held by that Series for cash or for securities or other property that can be distributed to the Partners of that Series pursuant to Section 5.7, and shall include the receipt by that Series of a liquidating dividend, distribution upon a sale of all or substantially all of the assets of an Investment or other like distribution for cash or for securities of such Investment or any portion thereof that can be distributed to the Partners of that Series pursuant to Section 5.7 and shall also include the distribution in kind to the Partners of that Series of all or any portion of such Investment as permitted hereby.

"**ERISA**" shall have the meaning provided by Section 2.9H).

"**Expense Commitment**" shall mean, with respect to each Limited Partner of a Series, an amount equal to the percentage, specified in the applicable LPA Series Appendix, of each Limited Partner's Investment Commitment to such Series.

"**Fair Market Value**" shall mean, with respect to any Investment or other asset of any Series or the Partnership, the fair market value of such Investment or asset, as determined in accordance with Section 5.11.

"**Fee and Expense Period**" with respect to any Series, shall have the meaning provided in its LPA Series Appendix.

"**GAAP**" shall mean United States generally accepted accounting principles.

"**General Partner**" shall mean (i) with respect to the Partnership, Screencrib Platform GP, LP, a Delaware limited liability company, in its capacity as the general partner of the Partnership, or (ii) with respect to a Series, Screencrib Platform GP, LP, a Delaware limited liability company, in its capacity as the general partner of that Series, or any other Person designated in an LPA Series Appendix as serving as that Series' General Partner, or, in the case of clauses (i) or (ii) above, any additional or substitute general partner of the Partnership or such Series, as the case may be, admitted as such pursuant to this Agreement or the relevant LPA Series Appendix, as the case may be, in its capacity as general partner of the Partnership or such Series, as the case may be.

"**General Partner Partnership Interest**" shall mean, with respect to the Partnership or a Series, a partnership interest (as defined in the Act) of a General Partner in the Partnership or that Series, as applicable, together with all rights, powers and preferences attributed thereto hereunder and along with all obligations associated therewith to comply with the terms and conditions hereof.

"**GP Affiliate**" shall have the meaning provided by Section 6.6.

"**GP Event of Withdrawal**" shall have the meaning provided by Section 9.1A)(i) hereof.

"**Higher Approval Requirement**" shall have the meaning provided by Article 11 hereof.

"**Indemnified Person**" shall have the meaning provided by Section 5.10D) hereof.

"**Indemnifying Partner**" shall have the meaning provided by Section 8.3D) hereof.

"**Initial Agreement**" shall have the meaning provided by in the recitals hereto.

"**Initial Closing**" shall mean the first closing at which a Limited Partner is admitted to the Series pursuant to Section 2.9.

"**Initial Funds Release**" shall have the meaning provided by Section 2.9A) hereof.

"**Initial Limited Partner**" shall have the meaning provided in the preamble to this Agreement.

"**Initial Term**" shall have the meaning provided by Section 9.1(a) hereof.

"**Interest**" shall mean a Limited Partner Partnership Interest or General Partner Partnership Interest, as the context may require.

"**Investment**" shall mean, (i) with respect to a Series, an investment by that Series in the ProjectCo identified in its LPA Series Appendix or other investment permitted to be made by that Series pursuant to Section 2.4 (other than a Short-Term Investment) or (ii) with respect to the Partnership, an investment by that Partnership permitted hereunder.

"**Investment Adviser**" shall mean Screencrib Advisors LLC, a Delaware limited liability company, or any successor thereof.

"**Investment Advisory Agreement**" shall mean any investment management agreement between a Series and the Investment Adviser.

"**Investment Commitment**" shall mean, with respect to each Partner of a Series, the amount of cash or other property such Partner has agreed to contribute to such Series in the aggregate amount set forth on the books and records of the Series (including any increase thereof pursuant to Section 2.9); provided, however, that each Limited Partner, upon admission to such Series, shall be deemed to have made an Investment Commitment equal to the amount specified in such Limited Partner's Subscription Agreement to such Series and accepted by the General Partner on behalf of such Series.

"**Investment Proceeds**" shall mean, (i) with respect to an Investment by a Series, all proceeds received by that Series attributable to such Investment, as determined by the Series General Partner in good faith and in a commercially reasonable manner or (ii) with respect to an Investment by the Partnership, all proceeds received by the Partnership attributable to such Investment, as determined by the Partnership General Partner in good faith and in a commercially reasonable manner.

"**Limited Partner**" shall mean, any Person admitted as a limited partner of the Partnership generally or as associated with a Series, who (i) has entered into this Agreement as a Limited Partner (and, if required by the applicable General Partner, has completed Subscription Materials that are accepted by the applicable General Partner) and (ii) if applicable, is named as a Limited Partner of that Series in such Series' books and records, including each permitted successor or assign thereof admitted as a Limited Partner of that Series in accordance with the terms hereof and the terms of that Series' LPA Series Appendix, as applicable, each in its capacity as a limited partner of the Partnership generally or the applicable Series.

"**Limited Partner Partnership Interest**" shall mean, with respect to the Partnership or a Series, unless otherwise expressly provided in its LPA Series Appendix, a partnership interest (as defined in the Act) of a Limited Partner in the Partnership or that Series, as applicable, together with all rights, powers and preferences attributed thereto hereunder and along with all obligations associated therewith to comply with the terms and conditions hereof.

"**LPA Series Appendix**" shall mean, with respect to a Series, the appendix attached hereto or otherwise prepared with respect to that Series that sets forth the Project and ProjectCo associated with such Series and other terms with respect to that Series.

"**Management Fee**" shall have the meaning provided by Section 4.1 hereof.

"**Memorandum**" shall mean any confidential private placement memorandum relating to the Partnership or any Series, including any appendices or supplements thereto, all as may be amended and supplemented from time to time.

"**Minimum Investment Commitment**" shall have the meaning provided by Section 3.1(a) hereof. The Minimum Investment Commitment, with respect to a Series, is provided in the relevant LPA Series Appendix.

"**notices**" shall have the meaning provided by Section 14.1 hereof.

"**Organizational Costs**" shall have the meaning provided by Section 4.2 hereof.

"**Original Allocation**" shall have the meaning provided by Section 5.3E).

"**Partner Withdrawal Event**" shall have the meaning provided by Section 8.2A) hereof.

"**Partners**" shall have the meaning provided in the preamble to this Agreement.

"**Partnership**" shall have the meaning provided in the preamble to this Agreement.

"**Partnership Adjustment**" shall have the meaning provided by Section 7.6(a) hereof.

"**Partnership Assets**" means all tangible and intangible property, including Investments that the Partnership owns from time to time.

"**Partnership Event of Dissolution**" shall have the meaning provided by Section 9.1C)(iv) hereof.

"**Partnership Expenses**" shall mean all expenses or obligations of the Partnership.

"**Partnership General Partner**" shall mean the General Partner of the Partnership.

"**Partnership Legal Matters**" shall have the meaning provided by Section 15.11B) hereof.

"**Partnership Representative**" shall have the meaning provided by Section 7.6(a) hereof.

"**Partnership Year**" shall have the meaning provided by Section 2.7 hereof.

"**Percentage Interest**" of a Partner on any day (i) with respect to any Series shall mean, a fraction (expressed as a percentage) the numerator of which is the balance of that Partner's Capital Account on such day in such Series and the denominator of which is the aggregate Capital Account balances of all Partners on such day in such Series or (ii) with respect to the Partnership shall mean, a fraction (expressed as a percentage) the numerator of which is the balance of that Partner's Capital Account on such day in the Partnership and the denominator of which is the aggregate Capital Account balances of all Partners on such day in the Partnership.

"**Performance Distribution**", with respect to any Series, shall have the meaning provided by Section 5.6(d) hereof.

"**Performance Distribution Percentage**," with respect to any Series, shall have the meaning provided in its LPA Series Appendix.

"**Person**" shall mean any individual, corporation, joint stock company, association, partnership (general or limited), joint venture, limited liability company, trust, estate, governmental entity or other legal entity or organization.

"**Portfolio Withholding Taxes**" shall have the meaning provided by Section 5.10A) hereof.

"**Profit**" and "**Loss**" for a period shall mean the taxable income or loss of the Partnership, or a Series, as the case may be, for that period as determined in accordance with Code Section 703(a) computed with the following adjustments:

(i) Items of gain, loss, and deduction shall be computed based upon the Carrying Values of the Partnership's or such Series' assets (in accordance with Treasury Regulation Sections 1.704(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the assets' adjusted bases for federal income tax purposes;

(ii) Any tax-exempt income received by the Partnership, or a Series, as the case may be, shall be included as an item of gross income;

(iii) The amount of any adjustments to the Carrying Values of any assets of the Partnership, or a Series, as the case may be, pursuant to Code Section 743 shall not be taken into account;

(iv) Any expenditure of the Partnership, or a Series, as the case may be, described in Code Section 705(a)(2)(B) (including any expenditures treated as being described in Section 705(a)(2)(B) pursuant to Treasury Regulations under Code Section 704(b)) shall be treated as a deductible expense;

(v) The amount of items of income, gain, loss or deduction specially allocated to any Partners pursuant to Section 5.3 shall not be included in the computation; and

(vi) The amount of any items of Profits or Losses deemed realized upon an in-kind distribution to any Partner or, if elected by the Partnership, or a Series, as the case may be, at any time specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f) shall be included in the computation.

"**Project**" shall mean, with respect to each Series, the assets associated with a particular film, television, game, or other entertainment or other media project held by the ProjectCo in which such Series invests, as identified in the LPA Series Appendix for such Series.

"**ProjectCo**" shall mean, with respect to each Series, a particular film or other project development and financing company that owns rights or assets relating to a particular Project and in which a particular Series will invest, all as set forth in the LPA Series Appendix for such Series.

"**Rights Holders**" shall mean, with respect to any Series, the one or more Persons owning all of the ownership interests of the ProjectCo associated with such Series and identified in its LPA Series Appendix.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, or the corresponding provisions of any successor statute.

"**Series**" shall mean any series of interests established by the Partnership that each are to be considered a separate and distinct "series" for purposes of Section 17-218 of the Act and U.S. federal and state income tax purposes.

"**Series Assets**" means all tangible and intangible property, including Investments in a ProjectCo that a particular Series owns from time to time.

"**Series Event of Dissolution**" shall have the meaning provided by Section 9.1A)(v) hereof.

"**Series Expenses**" shall have the meaning provided by Section 4.3 hereof.

"**Series General Partner**" shall mean, with respect to a Series, the General Partner of such Series.

"**Series Year**" shall have the meaning provided by Section 2.7 hereof.

"**Short-Term Investments**" shall mean (a) commercial paper, (b) obligations issued or guaranteed by the U.S. government, its agencies or instrumentalities ("**U.S. Government Securities**"), (c) short-term U.S. dollar bank deposits and bank obligations, including certificates of deposit, time deposits and bankers' acceptances, (d) securities issued by investment companies registered under the 1940 Act, or exempt from such registration, (e) repurchase agreements (overnight to 90-day agreements collateralized by U.S. Government Securities), (f) municipal obligations of a state or local government or its agencies or instrumentalities, (g) asset-backed and mortgage-backed securities, (h) other U.S. dollar corporate obligations, and (i) variable and floating rate securities where the interest may be adjusted at periodic intervals or be based on a benchmark such as (U.S. dollar) LIBOR.

"**Side Letter**" shall have the meaning provided by Section 15.12 hereof.

"**Subscription Agreement**" shall mean an instrument executed by a Person intending to be admitted as a Limited Partner of a Series concerning such Person's acquisition of a Limited Partner Partnership Interest, Investment Commitment, and related matters. An instrument purporting to be a Subscription Agreement shall not be treated as such for the purposes of this Agreement unless and until it has been approved and accepted by the Series General Partner. Solely for purposes of imposing obligations upon a transferee of an interest in the Partnership or any Series, any instrument relating to such transfer shall be deemed a Subscription Agreement relating to such transferee.

"**Subscription Materials**" shall mean, with respect to each Series, the subscription materials required to be completed by each Limited Partner, in connection with a Capital Contribution to that Series.

"**Term**" shall have the meaning provided by Section 9.1(a) hereof.

"**Title XI 2015 BBA**" shall have the meaning provided by Section 7.6(a) hereof.

"**Total Commitment**" shall mean, with respect to each Limited Partner, the sum of such Limited Partner's Investment Commitment and the Expense Commitment to a Series.

"**UBTI**" shall mean unrelated business taxable income.

"**Withholding Taxes**" shall have the meaning provided in Section 5.10A) hereof.

1.2 Other Definitions. Certain additional defined terms used in this Agreement shall have the meanings specified throughout this Agreement.

1.3 General Partner Discretion. Notwithstanding any other provision of this Agreement, any LPA Series Appendix or otherwise applicable provision of law (common or statutory) or equitable principle, (i) whenever in this Agreement or any LPA Series Appendix the Partnership General Partner or Series General Partner, as applicable, is permitted or required to make a decision in its "discretion," "sole discretion" or under a grant of similar authority or latitude, that 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, the relevant Series, as the case may be, or the Limited Partners (provided, however, that the Partnership General Partner or Series General Partner, as the case may be, shall always exercise such discretion, and otherwise act under this Agreement or any LPA Series Appendix, consistently with the implied contractual covenants of good faith and fair dealing), and (ii) whenever in this Agreement or in any LPA Series Appendix the Partnership General Partner or Series General Partner, as the case may be, is permitted or required to make a decision in its "good faith" or under another express standard, that General Partner shall act under such express standard and shall not be subject to any other or different standards.

1.4 Currency. Whenever reference is made here to "$" or "dollars," it shall mean U.S. dollars. Whenever reference is made here to "£" or "pounds," it shall mean British pound sterling.

ARTICLE 2

THE PARTNERSHIP

2.1 Formation and Continuation. The Partnership was formed as a limited partnership effective as of June 12, 2023, the effective date of the Initial Agreement and the date on which the Certificate of Limited Partnership of the Partnership (as amended and/or restated from time to time, the "**Certificate**") was filed in accordance with the Act. The Partners have agreed to and do hereby amend and restate the Initial Agreement in its entirety on the terms and conditions set out in this Agreement, which hereby governs the Partnership. Upon its execution of a counterpart signature page to this Agreement, Screencrib Platform GP, LP hereby continues as the general partner of the Partnership. Upon the execution of this Agreement, the Initial Limited Partner shall continue as a limited partner of the Partnership generally.

2.2 Additional Documents. The General Partner shall cause to be executed, delivered, filed, recorded, published, or amended any documents (including articles or certificates of formation, limited partnership, cancellation or termination, bylaws, memoranda, constitutions and other similar documents), as the General Partner in its reasonable discretion determines to be necessary or advisable: (x) in connection with the formation, establishment, operation, dissolution, winding-up, or termination of the Partnership or a Series, as the case may be, pursuant to applicable law; or (y) to otherwise give effect to the terms of this Agreement and any applicable Series Appendix.

2.3 Name.

A) The name of the Partnership shall continue to be Screencrib Platform LP, but the operations of the Partnership or any Series may be conducted under any other or additional names designated by the Partnership General Partner or Series General Partner, as the case may be, and, in the event of a change in name, the applicable General Partner shall notify the Limited Partners of all Series or the affected Series, as the case may be, of such name change promptly thereafter.

B) The Initial Limited Partner hereby grants to the Partnership and each Series a non-exclusive, royalty free license to use (but not the right to sublicense others to use) the name "Screencrib" in the Partnership's or such Series' name until the earlier of (i) the termination and dissolution of the Partnership or (ii) such date as Screencrib Platform GP, LP is no longer the Partnership General Partner. The Partnership General Partner and certain of its Affiliates retain ownership of and the right to use (and to license others to use) the name "Screencrib" in connection with any and all matters.

C) At no time during the continuation of the Partnership or any Series shall any value be placed upon the Partnership's or such Series' 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 a Series or the Partnership, as applicable, neither such Series' name or the Partnership's name, as applicable, nor the right to its use, nor the goodwill, if any, attached thereto shall be considered as an asset of such Series or the Partnership, as applicable, and no valuation shall be put thereon for the purpose of liquidation or distributions, or for any other purpose whatsoever.

2.4 Purpose and Powers.

A) The purpose of the Partnership and each Series is to engage in the transaction of any and all lawful businesses and activities that a limited partnership and its series may carry on under the Act and the laws of any other jurisdiction in which the Partnership or a Series is so engaged, including the conduct of investment activities and any business or activities incidental thereto or in support thereof.

B) In furtherance of the purpose specified in Section 2.4A), the Partnership and each Series shall have all the powers available to each under the laws of the State of Delaware, subject only to the terms and provisions of this Agreement. Without limiting the generality of the immediately preceding sentence, the Partnership and each Series shall have the powers granted in this paragraph. The Partnership and, unless otherwise indicated in the applicable LPA Series Appendix, each Series, shall have full power to acquire, hold, exchange, transfer, mortgage, pledge, sell or otherwise deal with its investments in Investments, Short-Term Investments and any other property and exercise all rights, powers, privileges and other incidents of ownership or possession with respect thereto. The Partnership and each Series may maintain one or more offices and engage personnel for the conduct of the Partnership's or such Series' activities. Unless otherwise provided herein, the Series General Partner may, on behalf of such Series, enter into, make, and perform contracts, agreements and undertakings of all kinds as may be necessary, advisable or incidental to the carrying out of its purposes. In addition to the powers specified above, the Partnership and each Series shall have the power to do everything necessary, appropriate or advisable for the accomplishment of or in furtherance of any of the purposes set forth herein, and to do every other thing or things incidental or appurtenant to or arising from or connected with any of such purposes; provided, however, that nothing set forth herein shall be construed as authorizing the Partnership or any Series to possess any purpose or power, or to do any act or thing, (i) forbidden by law to a limited partnership formed under the laws of the State of Delaware or (ii) such that the Limited Partners would not have limited liability, as provided for herein.

2.5 Principal Office. The location of the principal office of the Partnership and each Series shall be c/o Screencrib Platform GP, LP, 37 Cremer Street, Unit 416, London E2 8HD, United Kingdom, or such other place or places as the Series General Partner, in the case of that Series, or the Partnership General Partner, in the case of the Partnership, shall from time to time select.

2.6 Registered Agent and Office. The registered agent for the service of process and the registered office of the Partnership shall be that Person and location reflected in the Certificate. The Partnership General Partner, may, from time to time, change the registered agent or office of the Partnership through appropriate filings with the Delaware Secretary of State. If the registered agent ceases to act as such for any reason or the registered office changes, the Partnership General Partner shall promptly amend the Certificate to designate a replacement registered agent or file a notice of change of address, as the case may be.

2.7 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Partnership and each Series shall end on December 31 of each year, except as otherwise required by applicable law or as provided in the applicable LPA Series Appendix (the "**Partnership Year**" or "**Series Year**", as applicable).

2.8 Series.

A) Each Series of the Partnership shall be considered a separate "series" for purposes of Section 17-218 of the Act. The Partnership General Partner may create new Series by causing to be prepared and attached hereto an LPA Series Appendix for such Series and upon its execution of such LPA Series Appendix and the admission of a Limited Partner to such Series, the Series General Partner shall be admitted as the general partner associated with such Series. If one or more provisions of this Agreement are inconsistent with the LPA Series Appendix for a Series, the provisions of any such LPA Series Appendix shall govern with respect to that Series.

B) The records maintained for each Series shall account for all Series Assets of such Series separately from the Series Assets belonging to any other Series or any assets belonging to the Partnership generally (including any Partnership Assets). The Series Assets of a particular Series shall belong only to that Series and to no other Series or the Partnership, for all purposes, subject only to the rights of creditors of that Series. Any property that is not readily identifiable as belonging to any particular Series shall be allocated by the Partnership General Partner between or among the Series in such manner as the Partnership General Partner deems fair and equitable. All such property allocated to a Series shall be treated for all purposes as Series Assets only of that Series. The Series Assets of a Series shall be so recorded upon the books of that Series. The Series Assets of a Series shall be charged with all liabilities of that Series. Any liabilities of the Partnership that are not readily identifiable as attributable to any particular Series shall be allocated by the Partnership General Partner between or among the Series in such manner as the Partnership General Partner deems fair and equitable. Each allocation pursuant to this paragraph shall be conclusive and binding upon all Partners for all purposes. A Series may sell some or all of its Series Assets to another Series at Fair Market Value.

C) Without limiting the foregoing, but subject to the right of the Partnership General Partner to allocate liabilities as provided herein, the debts, liabilities, obligations and

expenses incurred, contracted for or otherwise existing with respect to a particular Series shall be enforceable against the Series Assets of that Series only and not against the assets of the Partnership generally (including any Partnership Assets) or the Series Assets of any other Series, and none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Partnership generally, or any other Series thereof, shall be enforceable against the Series Assets of such Series. Even in the absence of an express contractual agreement so limiting the claims of creditors, claimants and contract providers, each creditor, claimant, and contract provider shall be deemed nevertheless to have impliedly agreed to such limitation unless an express provision to the contrary has been incorporated in the written contract or other document establishing the claimant relationship. Any Person extending credit to, contracting with, or having any claim against any Series may look only to the Series Assets of that Series to satisfy or enforce any liability of that Series. No Limited Partner or former Limited Partner of a Series shall have a claim on or any right to any Series Assets of any other Series or to the assets of the Partnership generally (including any Partnership Assets). Similarly, no Limited Partner of the Partnership generally shall have a claim on or any right to any Series Assets of any Series.

2.9 Admission of Limited Partners.

A) The Series General Partner shall hold or cause to be held one or more closings, in its sole discretion, at which investors shall make, and the Series General Partner may, in its sole discretion, accept on behalf of the applicable Series, Investment Commitments to such Series (each a, "**Closing**"). In cases where there are multiple Closings, the timing of such Closings shall be determined by the Series General Partner in its sole discretion, provided that all Closings shall occur prior to the initial release by the Investment Adviser of the Capital Contributions of such Series attributable to the aggregate accepted Investment Commitments to the ProjectCo associated with such Series (the "**Initial Funds Release**") and the associated investment in the ProjectCo by the Series.

B) The Series General Partner may, in its sole discretion, reject all or any part of an investor's proposed Investment Commitment. If all of an investor's proposed Investment Commitment is rejected, such investor shall not become a Limited Partner of that Series. The Series General Partner can impose any restrictions on who can invest in such Series, or how much any investor can invest. With respect to any Partner, the Series General Partner can also impose limitations, issue separate classes of Interests and enter into Side Letters without limiting the generality of the foregoing. If the Series General Partner issues separate classes of Interests, the Series General Partner may segregate assets as between each separate class of Interests for accounting purposes.

C) If the Series General Partner conducts multiple Closings, except to the extent otherwise provided in Article 3 hereof or as set forth in the LPA Series Appendix for such Series, at any time and from time to time on or before the date of the Initial Funds Release, the Series General Partner may, without the consent of the existing Limited Partners of that Series or the Partnership, (i) admit to that Series additional Limited Partners (each such Limited Partner not previously having been a Limited Partner being hereinafter referred to as an "**Additional Limited Partner**"), and such Persons may be deemed admitted as Limited Partners of that Series upon acceptance by such Series General Partner and the satisfaction of the other conditions in

Section 2.9F), and (ii) permit existing Limited Partners of that Series to make additional Investment Commitments to such Series.

D) Late Admissions; Increase in Investment Commitments. In the event an additional Limited Partner is admitted to the Series after the Initial Closing, such additional Limited Partner shall, at the time of its admission to the Series, make an initial capital contribution equal to the aggregate capital contributions that would have been due to the Series from such additional Limited Partner pursuant to this Section 2.9(d) if such additional Limited Partner had been admitted at the Initial Closing. In the case of an existing Limited Partner that, pursuant to Section 3.1, increases its Investment Commitment after the Initial Closing, such Limited Partner shall be subject to the provisions of this Section 2.9(d) with respect to the amount of such increase as if newly admitted to the Series as an additional Limited Partner.

E) Except as the Series General Partner may determine consistent with the relevant LPA Series Appendix, after the date of the final Closing of a Series, no additional Limited Partners shall be admitted to that Series except Limited Partners admitted as substituted Limited Partners as provided by Article 8 hereof.

F) Each Person admitted to a Series as a Limited Partner at a Closing of the Series shall be deemed admitted as a Limited Partner on the date of such Closing; provided, however, that such Limited Partner has executed and delivered this Agreement to the Series General Partner, the Series General Partner has accepted such Limited Partner for admission to such Series, the Limited Partner has completed all Subscription Materials, such Limited Partner has complied with any restrictions or satisfied any additional conditions to investing established by the Series General Partner and each condition precedent set forth in the Subscription Materials, including the making of a Capital Contribution in an amount equal to its Total Commitment to such Series, has been satisfied or waived. The reflection of a Limited Partner or Additional Limited Partner in the books and records of the Series as a Limited Partner shall be conclusive evidence of the satisfaction of all conditions precedent to its admission as a Limited Partner or Additional Limited Partner of that Series, as the case may be. Neither the admission of any Additional Limited Partners to any Series nor the making of additional Investment Commitments by any existing Limited Partner pursuant to this Section 2.9 shall require approval of any Limited Partners existing immediately prior to such admission or increase.

G) The names and addresses of Limited Partners initially being admitted to any Series being established as of the date of this Agreement are as set forth in the books and records of each such Series. The books and records of any newly created Series shall reflect the names and addresses of Limited Partners admitted to such Series. The Series General Partner shall cause the books and records of that Series to be amended from time to time in accordance with the terms of this Agreement to reflect the admission of any Additional Limited Partners, any changes to the names or addresses of the Limited Partners, the transfer of any Interest, the admission of any Limited Partner, the change in any Investment Commitments, any other alteration in the matters set forth therein and otherwise as provided herein, and each Limited Partner hereby Consents to such amendment by the execution of this Agreement.

H) The Series General Partner shall not permit the participation in that Series of "benefit plan investors," as that term is defined by the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**").

2.10 Liability. Except as otherwise required by applicable law: (a) no Limited Partner of a Series in its capacity as such shall be personally liable in any manner whatsoever for any debt, liability, or other obligation of the Series; and (b) no Limited Partner in its capacity as such shall have any liability in respect of the obligations of the Series in excess of the following (without duplication), solely by reason of being a Limited Partner of the Series: (i) its unpaid Investment Commitment and unpaid Expense Commitment; (ii) its share of any assets and undistributed Profits and assets of the Series; (iii) its obligation to make other payments or return distributions expressly provided for in this Agreement; and (iv) the amount of any wrongful distribution to such Limited Partner. Nothing in this Section 2.10 shall be deemed to limit a Limited Partner's liability to the Series or to another Limited Partner of the Series in respect of any breach by such Partner of any provision of this Agreement or such Limited Partner's Subscription Agreement.

ARTICLE 3

CAPITALIZATION

3.1 Investment Commitments; Expense Commitments; Admission of Partners.

A) Investment Commitments; Expense Commitment. Each Limited Partner, upon admission to a Series, shall be deemed to have made (i) an Investment Commitment equal to the amount specified in its Subscription Agreement and accepted by the Series General Partner on behalf of such Series and (ii) an Expense Commitment as provided in this Agreement. The Series General Partner may establish a minimum amount of an Investment Commitment (a "**Minimum Investment Commitment**"), as identified in the LPA Series Appendix of such Series, and accept less than such established minimum, all within its discretion.

B) In exchange for a Limited Partner Partnership Interest, each Limited Partner of a Series agrees to contribute 100% of its Total Commitment to the relevant Series at least ten (10) days' prior to the date of the Closing of such Interest. Such Total Commitment shall be made by ACH or in cash by wire transfer of immediately available funds, unless otherwise approved by the Series General Partner in its discretion.

C) Unless the relevant LPA Series Appendix states otherwise, no Partner of a Series shall be required to make any additional capital contributions in excess of its Total Commitment. A Partner of a Series may make additional Capital Contributions to that Series until the Initial Funds Release of such Series as provided in Section 2.9C); provided, however, that any additional capital contributions are subject to the prior written approval of the Series General Partner.

D) No Partner of a Series shall receive any interest, salary, or drawing with respect to its Capital Contribution or its Interest or for services rendered on the Series' or Partnership's behalf in its capacity as a Partner, except as otherwise specifically provided for in this Agreement or in the LPA Series Appendix of such Series.

E) Except as required by applicable law, no Partner shall have any personal liability for the repayment of any Capital Contribution of any other Partner.

F) No Limited Partner of a Series shall have the right to demand a return of all or any part of its Capital Contribution during the term of such Series, and any return of such Capital Contribution shall be made solely from the assets of such Series and only in accordance with the terms of this Agreement and the relevant LPA Series Appendix. No Limited Partner of the Partnership shall have the right to demand a return of all or any part of its Capital Contribution during the term of the Partnership, and any return of such Capital Contribution shall be made solely from the assets of the Partnership and only in accordance with the terms of this Agreement.

3.2 Investment in ProjectCo.

A) All Capital Contributions of a Series shall be held by the Series General Partner in furtherance of the purposes of the relevant Series as provided in the relevant LPA Series Appendix and herein. In cases where a Completion Guaranty is required, a Series shall be permitted to make an Investment in the particular ProjectCo identified in the relevant LPA Series Appendix only after a Completion Guaranty has been secured in connection with the Project, as determined by the Investment Adviser, unless otherwise provided in the LPA Series Appendix.

3.3 Negative Capital Accounts. Unless otherwise provided in the LPA Series Appendix, at no time during the term of a Series or upon termination and liquidation thereof shall a Limited Partner of that Series with a negative balance in its Capital Account have any obligation to such Series or the other Partners of such Series to restore such negative balance, except as may be required by law or in respect of any negative balance resulting from a withdrawal of capital from such Series in contravention of this Agreement. At no time during the term of the Partnership or upon dissolution and liquidation thereof shall a Limited Partner of the Partnership with a negative balance in its Capital Account have any obligation to the Partnership or the other Partners of the Partnership to restore such negative balance, except as may be required by law or in respect of any negative balance resulting from a withdrawal of capital from the Partnership in contravention of this Agreement.

3.4 Loans. No Partner shall be obligated to lend any money or other valuable consideration to the Partnership or a Series, except as provided herein or in the applicable LPA Series Appendix. Any Partner of a Series may, with the consent of the Series General Partner, lend funds to such Series to the extent required for *bona fide* business purposes, on terms and conditions satisfactory to and approved by the Series General Partner. Unless otherwise provided in its LPA Series Appendix, loans by any Partner to a Series shall not be considered Capital Contributions and shall not increase such Partner's Capital Account in such Series, and repayment of such loans shall not be deemed redemptions from such Series' capital.

3.5 General Partner Capital Contribution. The Series General Partner or one or more members or Affiliates of such General Partner may, but need not, make an Investment Commitment and/or a Capital Contribution to such Series.

3.6 Alternative Investment Vehicles. The Series General Partner has the right in connection with any Investment to direct the Total Commitments of some or all of the Limited

Partners to be made through one or more alternative investment vehicles ("Alternative Investment Vehicles") if, in the discretion of the Series General Partner, the use of such vehicle or vehicles would allow that Series to address legal or regulatory considerations or invest in a more tax efficient manner and/or would facilitate participation in certain types of investments. Any Alternative Investment Vehicle will contain terms and conditions substantially similar to those of the applicable Series and will be managed by the Investment Adviser or an Affiliate thereof. The profits and losses of an Alternative Investment Vehicle generally will be aggregated with those of the applicable Series for purposes of determining distributions by either such Series or such vehicle, unless the Series General Partner determines, in its discretion, that such aggregation would increase the risk of any adverse tax or other consequences.

ARTICLE 4

MANAGEMENT FEE; COSTS AND EXPENSES

4.1 Management Fee.

A) Subject to Section 4.1B), each Series shall pay to the Investment Adviser, for the services to be provided to such Series as set forth in the applicable Investment Advisory Agreement, a management fee with respect to each Limited Partner of such Series in the amount specified in the applicable LPA Series Appendix (the "**Management Fee**") payable as set forth in the applicable LPA Series Appendix. The Management Fee shall be pro-rated on a daily basis (payable immediately) at any time that there is an increase in Investment Commitments.

B) Waiver of Management Fee. The Series General Partner may waive, reduce, or modify the Management Fee with respect to one or more Limited Partners or classes of Interests, in whole or in part, in such General Partner's discretion, including in particular during any liquidation of the Series' business.

C) The Management Fee shall, with respect to each Limited Partner, be set aside in full amounts due in accordance with Section 4.1(a) above, for the relevant recipients upon such Limited Partner's admission to the Series, and shall be held in reserves in accordance with Section 5.9.

D) The Management Fee shall be paid from capital contributions in respect of the Expense Commitments, and shall not be paid out of any other sources of cash available to the Series, including the Investment Commitments.

4.2 Organizational Costs.

A) Unless otherwise specified in the LPA Series Appendix for such Series, the Series General Partner (or any of its Affiliates) shall bear, out of the Management Fee or otherwise, all costs and expenses ("**Organizational Costs**") incurred in connection with (i) the establishment and formation of such Series, the Partnership and any Alternative Investment Vehicle, (ii) the offering of Interests in such Series and the offering of any interests in a vehicle formed pursuant to Section 3.6 hereof and (iii) any other purposes specified in the applicable LPA Series Appendix. Such Organizational Costs shall in each case include, without limitation and whether incurred

before or after the establishment of the Series, all related travel, accommodation, legal, accounting, consulting, filing, registration, marketing, publishing, selling, and printing costs. Each Series shall bear the Partnership's Organizational Costs in such equitable proportions as the Partnership General Partner, in its discretion, determines is appropriate. The Series General Partner in its discretion may elect to amortize any Series' Organizational Costs over a period determined by such General Partner and not to exceed five (5) years.

B) Organizational Costs shall be paid from capital contributions in respect of the Expense Commitments, and shall not be paid out of any other sources of cash available to the Series, including the Investment Commitments.

4.3 Expenses.

A) The Series General Partner (or any of its Affiliates) shall be responsible for and shall bear, out of the Management Fee or otherwise, all expenses or obligations of each Series set forth in this Section 4.3 (notwithstanding that they may have been incurred by the Partnership General Partner, Series General Partner, or Investment Adviser of such Series or an Affiliate thereof). All Series Expenses of a Series shall be paid out of funds of the Series or Series Assets, including any reserves of the Series established pursuant to Section 5.9, determined by the Series General Partner to be available for such purpose, and payable on the dates determined by the Series General Partner. For a Series, the Partnership General Partner, Series General Partner, the Investment Adviser or, if applicable, an Affiliate thereof, shall be entitled to be reimbursed out of that Series funds for all Series Expenses paid by such Person. As used herein, the term "**Series Expenses**" shall mean, with respect to a particular Series, all expenses attributable to such Series' activities and investments, including, but not limited to, the Management Fee, Organizational Costs, the acquisition, holding, restructuring, recapitalization and disposition of Investments of such Series, and legal, travel, due diligence and development expenses incurred in connection with such Series' Investments, such Series' compliance expenses (including, without limitation, compliance with the Foreign Corrupt Practices Act), expenses related to organizing entities through or in which Investments will be made, fees and expenses of the Series' administrator, expenses incurred in maintaining the place of business of such Series, taxes or other governmental charges, legal, custodial, auditing, accounting, due diligence, appraisal, valuation and consulting expenses (which may include expenses related to the engagement of one or more consultants or advisors, (including special advisors to such Series) to provide special consulting or advisory services in connection with one or more Investments, and expenses associated with the preparation of such Series' financial statements, tax returns and other similar reports), costs of reporting to and holding meetings of the Partners of such Series, reasonable premiums for insurance protecting such Series, the Series General Partner and their members and employees, costs of winding up and liquidating such Series, costs of any regulatory filings, regulatory reporting or other regulatory obligations of such Series that relate to such Series (such as Form PF reporting and filing Form D), any expenses set forth in its LPA Series Appendix and other expenses associated with such Series, including extraordinary expenses such as litigation, workout and restructuring and indemnification expenses, if any. Each Series shall also bear any of the foregoing expenses incurred by the Partnership and any other Partnership Expenses in such equitable proportions as the General Partners of each Series shall, in their discretion, determine is appropriate. As used herein, the term Series Expenses shall specifically exclude (i) any costs and expenses of providing to any Series' office space, furniture, fixtures, equipment, facilities and supplies; (ii) the

compensation of personnel of the General Partner of any Series or the Investment Adviser; and (iii) fees to placement agents.

B) Series Expenses shall be paid from capital contributions in respect of the Expense Commitments, and shall not be paid out of any other sources of cash available to the Series, including the Investment Commitments.

4.4 Borrowing. Neither the Partnership nor any Series shall be permitted to incur any debt unless otherwise provided in the applicable LPA Series Appendix with respect to any Series.

ARTICLE 5

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocation of Partnership Profits and Losses. As of the end of each Partnership Year or as more frequently as determined by the Partnership General Partner, Profits or Losses of the Partnership for the Partnership Year (and items thereof) shall be allocated to the Capital Accounts of the Partners of the Partnership as follows:

A) Partnership Expenses and Organizational Costs of the Partnership shall be allocated among all Series in such equitable proportions as the General Partners of each Series shall, in their discretion, determine is appropriate.

B) The Partnership's Profit or Loss (after giving effect to Section 5.1A) and each item of income, gain, loss, deduction or expense included in the determination of such Profit or Loss, shall be allocated among the Partners of the Partnership in an equitable manner as determined by the Partnership General Partner in its sole discretion.

5.2 Allocation of Series Profits and Losses. As of the end of each Series Year or as more frequently as determined by the Series General Partner, and after giving effect to the special allocations set forth in Section 5.3, Profits or Losses of a Series for such Series Year (and items thereof) shall be allocated to the Capital Accounts of the Partners of such Series as follows:

A) Subject to adjustment in connection with the waiver by the Series General Partner of all or part of the Management Fee in respect of any Limited Partner, the Management Fee payable by a Limited Partner of such Series pursuant to Section 4.1 shall be specially allocated to such Limited Partner's Capital Account.

B) The Series' Profit or Loss (after giving effect to Section 5.2A)) and each item of income, gain, loss, deduction or expense included in the determination of such Profit or Loss, shall be allocated among the Partners of a Series in a manner such that the Capital Account balance of each Partner of a Series, immediately after making such allocation, is, as nearly as possible (in the judgment of the relevant Series General Partner) equal (proportionately) to the distributions that would be made to such Partner if such Series were terminated, its affairs wound up and its Series Assets sold for cash equal to their Carrying Value, all Series liabilities were satisfied, and the net assets of the Series were distributed to the Partners of such Series pursuant to Section 5.6. Notwithstanding the forgoing, the Series General Partner may, in its reasonable discretion, make any modifications and adjustments to the allocations that it believes are necessary

to comply with applicable law and to ensure that the allocations achieve the results intended by the Partners hereunder. The allocation provisions set forth in this Section 5.2B) are intended to produce final Capital Account balances that are at levels in the year of liquidation of a Series that are equal in amount to the distributions that would occur if all such liquidating distributions were made to the Partners of such Series in accordance with Section 5.6. In furtherance of the forgoing, the Series General Partner is expressly authorized and directed to make such allocations of income, gain, loss and deduction (including items of gross income, gain, loss and deduction) in such year so as to cause the Capital Accounts of the Partners of a Series to be equal in amount to the distributions that would occur if all such liquidating distributions of such Series were made to the Partners of such Series in accordance with Section 5.6.

C) Special Allocations Attributable to Multiple Closings. If additional Limited Partners are admitted to a Series (or existing Partners increase their Investment Commitments) at a closing after the Initial Closing of the Series, allocations of Profit and Loss attributable to periods subsequent to such closing shall be adjusted by the Series General Partner as necessary to, as quickly as possible, cause the Capital Account balances of the Partners to reflect the same amounts that they would have reflected if all Partners had been admitted to the Series and made all of their Investment Commitments at the Initial Closing, had made capital contributions in respect of such Investment Commitments and Expense Commitments as and when due in accordance with Section 3.1, and had received allocations of Profit and Loss in accordance with the provisions of this Section 5.2. Nothing in the preceding sentence shall be deemed to increase a Partner's Capital Account balance by the amount of a capital contribution not actually made.

5.3 Regulatory Allocations. Notwithstanding the provisions of Section 5.1 above, the following allocations of Profits and Losses of a Series to the Partners of such Series and items thereof shall be made in the following order of priority:

A) Items of income or gain for any taxable period shall be allocated to the Partners of such Series in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

B) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the relevant Series for any year shall be allocated to the Partners of such Series in accordance with their respective Capital Contributions with respect to such Series' Investments; provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated to the Partners in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

C) Items of income or gain of such Series for any taxable period shall be allocated to the Partners of such Series in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

D) In no event shall Losses of a Series be allocated to a Partner of such Series if such allocation would cause or increase a negative balance in such Partner's Capital Account (determined for purposes of this Section 5.3D) only, by increasing the Partner's Capital Account balance by the amount the Partner is obligated to restore to that Series pursuant to Treasury

Regulation Section 1.704-1(b)(2)(ii)(c) and the amount the Partner is deemed obligated to restore to that Series pursuant to Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5)).

E) If items of income, gain, loss or deduction of such Series are allocated to one or more Partners of such Series pursuant to any of clauses (a) through (d) above (the "**Original Allocation**"), subsequent items of income, gain, loss or deduction shall first be allocated (subject to the provisions of clauses (a) through (d)) to the Partners of such Series in a manner designed to result in each Partner in such Series having a Capital Account balance equal to what it would have been had the Original Allocation not occurred; provided, however, that no such allocation shall be made pursuant to this clause (e) if (i) the Original Allocation had the effect of offsetting a prior Original Allocation or (ii) the Original Allocation likely (in the opinion of the Series' accountants) will be offset by another Original Allocation in the future (*e.g.,* an Original Allocation of "nonrecourse deductions" under clause (b) that likely will be offset by a subsequent "minimum gain chargeback" under clause (a)).

F) If the Series General Partner determines, in its discretion, that, based on tax or regulatory reasons or any other reason as to which the General Partner and a Limited Partner of that Series agree, any Limited Partner should not participate in the Profits or Losses of such Series, if any, attributable to any Investment or to any other transaction, such Profits and Losses may be set forth in a separate memorandum account, in which event such Profits and/or Losses shall be allocated only to the Capital Accounts of the Partners of that Series to whom such reasons do not apply in accordance with Sections 5.1 and 5.3. Notwithstanding Section 5.6, (i) no distributions with respect to an Investment shall be made to any such non-participating Limited Partner and (ii) all such distributions shall be made to the other participating Partners otherwise in accordance with Section 5.6.

5.4 Allocations for Tax Purposes. For tax purposes, each item of income, gain, loss, deduction and credit of (a) the Partnership shall be allocated by the Partnership General Partner for each fiscal period among the Persons who were Partners of the Partnership during the period, taking into account the participation of each of the Partners during such period in the Partnership or (b) a Series shall be allocated by the Series General Partner for each fiscal period among the Persons who were Partners of such Series during the period, taking into account the participation of each of the Partners during such period in such Series. The Partnership General Partner and the Series General Partner shall have power to make such allocation in any manner that it, after advice from legal and accounting professionals, deems reasonably equitable, practicable and consistent with the Code (including Code Section 704(b) and (c)), the income tax regulations under the Code and other applicable law, taking into account the allocations pursuant to Sections 5.1, 5.2 and 5.3, as applicable, the Partners' opening and closing Capital Accounts for such period, the admission of any new Partners, any prior or anticipated distributions by the Partnership or such Series, as applicable, any additional contributions of capital to the Partnership or such Series, as the case may be, and the difference between income for tax purposes and profitability for Partnership or Series purposes (for example, unrealized gains and losses being included in the latter but not in the former); provided, however, that no such allocation by a Series General Partner shall discriminate unfairly against any Partner of such Series.

5.5 Code Section 704(c) Allocation. Income, gains, losses, expenses and deductions with respect to property, if any, contributed to a Series by a Partner or revalued pursuant to a

"book-up" or a "book-down" shall be shared among the Partners so as to take account of the variation between the basis of the property to such Series and its Fair Market Value at the time of contribution or revaluation pursuant to any reasonable method as the Series General Partner determines, permitted by Code Section 704(c) and adopted by the General Partner.

5.6 Priority of Distribution.

A) Investment Proceeds for the Partnership shall be distributed as determined by the Partnership General Partner. Subject to Sections 5.8B), 5.9, 5.10, and 5.12, Investment Proceeds for a Series shall be distributed in accordance with this Section 5.6. Amounts apportioned to the Series General Partner pursuant to the preceding sentence shall be distributed to the Series General Partner. Amounts initially apportioned to each Limited Partner of a Series shall be distributed to the Series General Partner and to each such Limited Partner as set forth in the LPA Series Appendix for that Series. Notwithstanding anything to the contrary in this Agreement, a Series, and the Series General Partner on behalf of that Series, shall not make any distribution to any Partner or assigns on account of such Partner's or assign's interest in the Series if such distributions would violate the Act or other applicable law. Notwithstanding anything to the contrary in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not make any distribution to any Partner or assigns on account of such Partner's or assign's interest in the Partnership if such distributions would violate the Act or other applicable law.

B) Items of cash or property comprising distributions pursuant to this Section 5.6 shall be apportioned, on a preliminary basis, among the Partners in proportion to their respective aggregate capital contributions. Items apportioned to the Series General Partner pursuant to its aggregate Capital Contributions, shall be distributed in accordance with its aggregate Capital Contributions.

C) During the Term of a Series and on a separate basis for each Limited Partner, all remaining items apportioned to such Limited Partner pursuant to its aggregate Capital Contributions to such Series shall be reapportioned between and distributed to such Limited Partner, on the one hand, and the Series General Partner, on the other hand, as follows:

(i) First, 100% to that Limited Partner until the time when the Limited Partner has received distributions equal to that Limited Partner's aggregate Capital Contributions to the Series; and

(ii) Thereafter, any remaining balance shall be reapportioned and distributed as a percentage equal to the difference between 100% and the Performance Distribution Percentage, as provided the LPA Series Appendix for the Series, to that Limited Partner and as the Performance Distribution to the Series General Partner.

D) The distributions made to the Series General Partner under clause (c)(ii) above is referred to as its "**Performance Distribution**." The "**Performance Distribution Percentage**" in respect of a Series will be specified in the LPA Series Appendix for the Series; provided that any Performance Distribution Percentage in respect of a Series may be reduced at any time and from time to time by the relevant Series General Partner in its sole discretion and without requiring the prior written consent of the Limited Partners of such Series.

E) Notwithstanding anything to the contrary herein, upon the expiration of the Term of a Series, all items of cash or property comprising distributions pursuant to this Section 5.6 shall be apportioned and distributed solely to the Series General Partner. For the avoidance of doubt, no Limited Partner of such Series shall have any right to be apportioned any such items and/or receive any distributions in respect of such Series upon and following the expiration of the Term of such Series.

5.7 Distributions in Kind. Distributions prior to the winding up of the Partnership or upon the winding up of the Partnership shall be made in the form determined by the Partnership General Partner. Prior to the winding up of a Series, distributions shall be made only in the form of cash unless otherwise determined by the Series General Partner. Upon the winding up of a Series, distributions may also include restricted securities or other assets of that Series. The Series General Partner shall not discriminate among the Partners of that Series in any distributions, unless otherwise provided in its LPA Series Appendix or required to comply with applicable law. For purposes of this Article 5, if the Series General Partner elects to make a distribution in Short-Term Investments or in kind property of that Series, the property shall be distributed pro rata and treated as a distribution of the cash proceeds that would be received from a sale of the Short-Term Investments or in kind property of that Series at their Fair Market Value, determined as of the actual time of the distribution in accordance with Section 5.11 hereof.

5.8 Amounts Available for Distributions.

A) The Partnership shall distribute to the Partners of the Partnership any Investment Proceeds received by the Partnership as determined by the Partnership General Partner. Subject to Sections 5.6, 5.9, and any applicable LPA Series Appendix, a Series shall distribute to the Partners of that Series as soon as reasonably practicable Investment Proceeds received by that Series from an Investment, or the sale or other disposition of securities or other property held or received by that Series, unless the Series General Partner determines otherwise in its sole discretion. Notwithstanding the foregoing sentence, a Series shall not be required to make distributions prior to the public release of the Project held by the ProjectCo in which such Series has invested, unless such Project has been sold to a third party in advance of such public release.

B) Except as set forth in Sections 5.6, 5.9, and any applicable LPA Series Appendix, distributions of income earned by a Series shall be made to the Partners of that Series *pro rata* in proportion to their Capital Contributions during the Term of such Series; provided that, upon the expiration of the Term of such Series, all distributions of income earned by such Series shall be made solely to the Series General Partner of that Series.

5.9 Reserves.

A) General. The Series General Partner may reserve from capital contributions in respect of Expense Commitments to the relevant Series such amounts as may be reasonably necessary to pay (i) the Management Fee in accordance with this Agreement and the applicable Series Appendix; (ii) liabilities and obligations of the Series (including without limitation, Series Expenses and the deemed loan to the Partners of that Series pursuant to Section 5.10) reasonably anticipated (whether fixed, liquidated or contingent) and not otherwise provided for or that the Series General Partner determines to be prudent to provide for any contingent liabilities of the

Series (whether or not such reserve is required by or is in accordance with GAAP); or (iii) Organizational Costs.

B) Any amounts reserved in accordance with Section 5.9(a):

(i) with respect to each Limited Partner, shall be set aside in full amounts due in accordance with Section 5.9(a) above, for the relevant recipients upon such Limited Partner's admission to the Series;

(ii) shall be drawn by and paid to the relevant recipient(s) quarterly in advance, on the first day of each fiscal quarter of the Series;

(iii) shall be pro-rated on a daily basis (payable immediately) at any time that there is an increase in Capital Contribution, with respect to each Limited Partner;

(iv) shall begin to accrue in respect of each Limited Partner as of the date of the Initial Closing, regardless of when such Limited Partner is admitted to the Series at the Initial Closing;

(v) shall be paid from capital contributions in respect of the Expense Commitments, and not from any other sources of cash available to the Series (including, without limitation, the Investment Commitments); and

(vi) in the event of the termination of the Term prior to the number of anniversaries of the date of the Initial Closing equal to the Fee and Expense Period, as provided the LPA Series Appendix for the Series, for any portion of reserves that have been paid in full by the Limited Partners but not yet drawn down and paid as of the date of such termination, shall be returned to the Limited Partners pro rata in accordance with their Capital Contribution.

C) Management Fee Reserve. An amount equal to the aggregate Management Fee payable by each Limited Partner in a Series as of the date of Closing of such Partner's Interest in such Series will be held in reserve by such Series in accordance with the terms of this Section 5.9, and not invested into the applicable ProjectCo, to cover payments of the Management Fee, unless otherwise provided in its LPA Series Appendix. No Limited Partner in any Series will receive interest or any other returns on such reserve, unless otherwise provided in the applicable LPA Series Appendix.

5.10 Withholding Taxes.

A) Each Partner in the Partnership irrevocably authorizes the Partnership and the Partnership General Partner to withhold and to pay over any withholding taxes and all interest and penalties in respect thereof (collectively, "**Withholding Taxes**") payable by the Partnership or any of its Affiliates as a result of such Partner's participation in the Partnership. Each Partner in a Series irrevocably authorizes the relevant Series and the Series General Partner to withhold and to pay over any Withholding Taxes. If and to the extent that a Series shall be required to withhold any Withholding Taxes from amounts otherwise payable to a Partner, such Partner shall be deemed for all purposes of this Agreement to have received a payment from such Series as of the time such Withholding Taxes are required to be paid, which payment shall be deemed to be a

distribution to the extent that the Partner is then entitled to receive a distribution. To the extent that the aggregate of such payments to a Partner for any period exceeds the distributions to which such Partner is entitled for such period, such Partner shall be obligated to repay the amount of such excess, which shall be considered a loan from the relevant Series to such Partner until discharged by such Partner by repayment, together with interest at an annual rate determined by the Series General Partner, but not in excess of the maximum rate of interest permitted by applicable law, and which repayment shall be made out of distributions to which such Partner would otherwise be subsequently entitled. If any payment to be made to a Series with respect to an Investment or otherwise is subject to withholding, then for all purposes of this Agreement, such Series shall be treated as having received the amount so withheld (the "**Portfolio Withholding Taxes**") on the date the payment in respect of which such Portfolio Withholding Taxes are incurred is received by such Series. Each Partner with respect to which such Portfolio Withholding Taxes have been withheld shall be treated as having received the distributions pursuant to Section 5.6 of such portion of the total amount of Portfolio Withholding Taxes as it would have received had such payment not been subject to such Portfolio Withholding Taxes. Taxes in respect of an Investment imposed directly on the relevant Series rather than through withholding shall be deemed Portfolio Withholding Taxes.

B) If a Series makes a distribution in kind and such distribution is subject to withholding or other taxes payable by such Series on behalf of any Partner of such Series, the Series General Partner shall notify such Partner as to the extent (if any) of such amount and such Partner shall make a prompt payment to such Series of such withholding amount by wire transfer. The failure of a Partner to promptly pay to such Series all amounts owed to such Series pursuant to this Section 5.10B) shall entitle the Series General Partner to withhold such amount together with interest at an annual rate determined by the Series General Partner, but not in excess of the maximum rate of interest permitted by applicable law, from distributions to which such Partner would otherwise be subsequently entitled.

C) Any Withholding Taxes withheld pursuant to this Section 5.10 shall be withheld at the maximum applicable statutory rate under the applicable tax law unless the Limited Partner of a Series requesting an adjustment to the withholding tax rate provides advice of counsel or other evidence, reasonably satisfactory to the relevant Series General Partner , to the effect that a lower rate is applicable or that no withholding is applicable.

D) Each Limited Partner of a Series shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Series General Partner, the Investment Adviser, the relevant Series, the Partnership, and their respective shareholders, partners, members, managers, owners, employees, directors, officers, advisors and agents, and their respective Affiliates, any of their respective successors and assigns, and all Persons who previously served in such capacities (each, an "**Indemnified Person**") against all claims, liabilities and expenses of whatever nature relating to such Indemnified Person's obligation to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by a Series or any of its Affiliates with respect to such Partner or as a result of such Partner's participation in such Series; provided, however, that such liability of any Partner shall not exceed the sum of the value of its Interest in the relevant Series and the aggregate amount of all prior distributions made to such Partner by such Series.

E) The Series General Partner shall provide available information and such assistance as is reasonably requested by a Limited Partner of such Series to enable such Limited Partner to procure any available tax refunds, credits, exemptions from withholding, benefits of applicable tax treaties or similar relief in connection with Withholding Taxes and Portfolio Withholding Taxes imposed.

F) Notwithstanding the rules set forth elsewhere in this Section 5.10, to the extent permissible under Treasury Regulation Section 1.704-1(b)(2)(iii) and upon the advice of a Series' independent accountants or other independent tax advisors, the Series General Partner shall have the right, but not the obligation, to equitably adjust a Partner of such Series' allocable share of Withholding Taxes or Portfolio Withholding Taxes, as the case may be, as otherwise determined pursuant to this Section 5.10, in order to more consistently reflect the overall economic arrangement among and between the Partners as set forth in this Agreement.

5.11 Determination of Fair Market Value. For all purposes of this Agreement, the calculation of the value of the net assets of a Series, or the Fair Market Value of any asset (including an Interest) shall be made by the Series General Partner or its delegate in its sole and absolute discretion.

5.12 Adjustments to Allocations and Distributions.

A) The Series General Partner shall be authorized in its discretion to make appropriate adjustments to the allocations of items provided for in Sections 5.1 and 5.3 to comply with Section 704 of the Code and the applicable Treasury Regulations thereunder; provided, however, that no such adjustment by such Series General Partner shall discriminate unfairly against any Partner of that Series. If there is an ambiguity regarding the application of this Article 5 to a particular transaction with respect to a Series, the income and expense from such transaction shall be allocated among the Partners of that Series, and distributions in respect of such transaction shall be made, in such proportions that the Series General Partner, after advice from legal and accounting professionals, reasonably deems equitable, practicable and consistent with this Agreement and applicable law; provided, however, that no such allocation by such General Partner shall discriminate unfairly against any Partner of that Series.

B) Upon the expiration of the Term of a Series, the Series General Partner may, in its sole discretion, apply the following to each Limited Partner of such Series:

(i) reduce such Limited Partner's interest in future Profits (but not Losses) by 100% and apportion such interest in future Profits so forfeited by such Limited Partner to the Series General Partner; and

(ii) reduce such Limited Partner's Capital Account balance by 100% of the amount contained therein and apportion the portion of such Limited Partner's Capital Account balance so forfeited to the Series General Partner.

ARTICLE 6

MANAGEMENT

6.1 Management Generally.

A) The management and control of the Partnership shall be vested exclusively in the Partnership General Partner. The management and control of each Series shall be vested exclusively in the Series General Partner. To the extent that any provision herein places a limitation on the powers of a Series General Partner, such limitation may be removed as provided in the applicable LPA Series Appendix in accordance with applicable law. The Limited Partners of a Series shall not take part in the conduct of the business of that Series and shall not participate in the control, management, direction or operation of the activities or affairs of that Series and shall have no power to act for or bind that Series; provided, however, that the foregoing shall not limit the ability of such 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) A Series General Partner may, on behalf of the relevant Series, to the extent set forth in the LPA Series Appendix for such Series, enter into an Investment Advisory Agreement with the Investment Adviser, whereby such Series General Partner shall delegate investment advisory duties or any other duties including the entry into agreements on behalf of a Series, to the Investment Adviser. A copy of any such Investment Advisory Agreement shall be provided to a Limited Partner of such Series upon request.

C) The Partnership General Partner and each Series General Partner hereby agree to establish and maintain the classification of each Series of the Partnership as separate partnerships for U.S. federal income tax purposes and not as associations or a publicly traded partnerships taxable as corporations, and the Partnership General Partner, all Series General Partners and each of the Limited Partners of each Series agree not to take any position or any action or to make any election, in a tax return or otherwise, inconsistent herewith. The Partners acknowledge that a Series may generate UBTI as a result of that Series' activities, as well as a result of activities of Investments in which that Series invests.

6.2 Powers of the General Partner.

A) The Partnership General Partner or a Series General Partner, as the case may be, shall have full and complete charge of all affairs of the Partnership or such Series, as applicable, and the management and control of the Partnership's or Series' operations, as applicable, shall rest exclusively with the Partnership General Partner or such Series General Partner, as the case may be, subject to the terms and conditions of this Agreement and the LPA Series Appendix for that Series. Except as prohibited by law and except as otherwise provided in this Agreement, the Partnership General Partner and a Series General Partner, as the case may be, shall possess all of the rights and powers and obligations of a partner in a partnership without limited partners under Delaware law.

B) Subject to the limitations set forth in this Agreement and the LPA Series Appendix for a Series, and any delegation of the function of providing investment advisory services to that Series pursuant to the Investment Advisory Agreement, the Series General Partner shall perform or cause to be performed all management and operational functions relating to the operations of that Series. Without limiting the generality of the foregoing, the Series General Partner is authorized on behalf of that Series, without the consent of any Limited Partner, to:

(i) identify investment opportunities for the Series;

(ii) purchase, manage, sell, transfer, convey, assign, exchange, pledge or otherwise dispose of any Investment made or held by the Series, subject, however, to the limitations contained in this Agreement or in the LPA Series Appendix for that Series;

(iii) expend the capital and revenues of the Series in furtherance of the Series' operations, including, without limitation, for purposes of acquiring Investments, and pay, in accordance with the provisions of this Agreement, all debts and obligations of the Series to the extent that funds of the Series are available therefor;

(iv) enter into one or more agreements providing for the terms of that Series' Investment in the ProjectCo identified in its LPA Series Appendix, or Rights Holder's management of such ProjectCo;

(v) purchase and sell Short-Term Investments;

(vi) make all elections, investigations, evaluations, and decisions, including the voting of securities held by the Series, binding the Series thereby, that may in the discretion of the General Partner be necessary or desirable relating to Investments by the Series;

(vii) retain or employ on behalf of the Series accountants, administrators, attorneys, brokers, custodians, escrow agents, consultants and others and terminate any such retention or employment;

(viii) solicit investments in the Series;

(ix) conduct meetings of the Partners at the Series' principal office or elsewhere;

(x) open, maintain and close bank accounts and custodial accounts for such Series and draw checks and other orders for the payment of money;

(xi) act as Partnership Representative of the Series for purposes of the Code, determine the accounting methods and conventions to be used in the preparation of the federal, state, local and foreign tax returns (if any) of the Series, and make any and all elections under the tax laws of the United States (including an election under Section 754 of the Code or an election to be an "electing investment partnership" within the meaning of Section 743(e) of the Code), the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit of the Series, or any other method or procedure related to the preparation of the tax returns;

(xii) prepare and file, on behalf of the Series, any required tax returns and all other documents relating to the Series and to make any elections (required or otherwise) in connection therewith;

(xiii) arrange for office space, office and executive staff and office supplies and equipment for the Series;

(xiv) cause the Series, if and to the extent the Series General Partner deems advisable, to purchase or bear the cost of (A) any insurance covering potential liabilities of the Series under the indemnification provisions of Section 6.4B) for the Series General Partner, the Investment Adviser (if applicable) and their Affiliates, (B) fidelity or other insurance relating to the performance by the Series General Partner of its duties to the Series and (C) key-man life insurance, the Series being the beneficiary of the life insurance;

(xv) commence, defend, or settle any dispute resolution, arbitration, administrative proceeding or litigation that pertains to the Series;

(xvi) maintain adequate records and accounts of all operations and expenditures and furnish the Partners of that Series with the reports referred to in Section 7.3;

(xvii) permit an assignment of an Interest and admit an assignee of an Interest as a substituted Limited Partner in the Series, pursuant to and subject to the limitations of Sections 8.3 and 8.8, respectively;

(xviii) terminate the Series in accordance with Section 9.1A);

(xix) create and make distributions from any reserves permitted by this Agreement, including, without limitation, those contemplated by Article 5 hereof;

(xx) subject to applicable law, including but not limited to rules promulgated by the U.S. Commodity Futures Trading Commission, engage in currency hedging, security hedging and/or other hedging strategies to protect the economic value of the Series' Investments;

(xxi) subject to the other terms and provisions of this Agreement and any applicable LPA Series Appendix, execute, deliver and perform such contracts, agreements and other undertakings, and engage in all activities and transactions, as it may deem necessary or advisable for, or as may be incidental to, the conduct of the business contemplated by this Section 6.2, including, without in any manner limiting the generality of the foregoing, contracts, agreements, undertakings and transactions with any Partner or with any other person, firm or corporation having any business, financial or other relationship with any Partner or Partners;

(xxii) enter into and perform the obligations set forth in any Subscription Materials, any Side Letters pursuant to Section 15.13, and any documents contemplated thereby or related thereto, without any further act, vote or approval of any Person, including any Limited Partner, notwithstanding any other provision of this Agreement or any LPA Series Appendix. The Series General Partner is hereby authorized to enter into the documents described in the preceding

sentence on behalf of that Series, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other documents on behalf of that Series;

(xxiii) appoint, remove, and replace the Investment Adviser; and

(xxiv) act for and on behalf of the Series in all matters necessary, appropriate, useful or incidental to the foregoing or to the operation of the Series or the Partnership.

C) The Series General Partner may acquire, hold and transfer, or cause to be acquired, held and transferred, any property of that Series in the name of the Series General Partner or a nominee, agent or trustee for that Series (including the Series General Partner acting as such) and enter into, or cause to be entered into, agreements or transactions for and on behalf of that Series, in the name of the Series General Partner or such nominee, agent or trustee. All title to property beneficially owned by a Series and held by the Series General Partner or such nominee, agent or trustee shall be held in the name of the latter solely as nominee, agent, or trustee for, and on behalf of, the Series.

D) If the Series General Partner shall commence any dispute resolution, arbitration, administrative proceeding or litigation, with respect to any actionable claim of that Series, in the Series General Partner's own name, on behalf of that Series, the proceeds of such action shall be contributed to that Series and the costs and expenses of such action shall be attributed to that Series; provided, however, that the proceeds of any action commenced to redress an injury suffered by any Series General Partner, in its own capacity, and any costs and expenses incurred in connection with any such action, shall be the sole property and obligation, respectively, of such Series General Partner.

E) The Series General Partner may, in its sole discretion, delegate any of its authority and powers enumerated in this Section 6.2 or provided elsewhere in this Agreement to any third party, including without limitation, the Investment Adviser.

6.3 Other Authority. Notwithstanding anything in this Agreement to the contrary, if the Series General Partner has determined in good faith that certain actions are necessary in order for a Series to be in material compliance with applicable laws and regulations, then the Series General Partner is hereby authorized to take, in its discretion, any action including making structural, operating or other changes in such Series, making structural or other changes in connection with any Investment of the relevant Series, amending this Agreement or the applicable LPA Series Appendix in any manner that would otherwise require the Consent of Limited Partners of such Series pursuant to Article 11, requiring the sale in whole or in part of any Limited Partner's Interest in such Series (subject to the terms and provisions of Article 8 hereof, on terms agreed upon by the Limited Partner and the substitute Limited Partner), or terminating such Series (pursuant to Section 9.1).

6.4 Exculpation; Indemnification.

A) All Persons shall look solely to the Series Assets of the relevant Series for satisfaction of claims of any nature arising in connection with that Series' affairs and solely to the Partnership Assets for satisfaction of claims of any nature arising in connection with the Partnership's affairs. Except as otherwise expressly required by applicable law, or as otherwise

provided in this Agreement, no Limited Partner of the Partnership or a Series, in its capacity as limited partner, shall be personally liable for the repayment and discharge of any debts, obligations or liabilities of the Partnership or such Series in excess of the amount of such Limited Partner's Capital Contribution.

B) Except as otherwise required by applicable law, the Series General Partner shall not have any personal liability for the return of any Limited Partner's Capital Contribution to that Series.

C) To the fullest extent permitted by applicable law, no Covered Person of a Series or the Partnership, as the case may be, shall be liable, responsible, or accountable to any Partner of that Series, that Series, any other Series or the Partnership for any act or failure to act on behalf of the Partnership or that Series, unless that act or failure to act shall have been finally adjudicated in an action, suit or other proceeding, or otherwise, by a court of competent jurisdiction, to have involved his, her or its own willful misconduct, gross negligence, or reckless disregard of his, her or its obligations and duties hereunder. The federal and state securities laws impose liabilities under certain circumstances on Persons who act in good faith, and, therefore, nothing herein shall waive or limit any rights that a Partner of a Series, a Series, any other Series or the Partnership may have against a Covered Person of that Series under those laws. Each Covered Person of a Series or the Partnership, as the case may be, may consult with counsel, accountants and other experts with respect to the Partnership's and that Series' affairs and be fully protected and justified in any action or inaction taken in accordance with the advice or opinion thereof. Notwithstanding any of the foregoing, this paragraph shall not be construed so as to relieve (or attempt to relieve) any Covered Person of any liability to the extent (but only to the extent) that such liability may not be waived, modified, or limited under applicable law, but shall be construed so as to effectuate the provisions of this paragraph to the fullest extent permitted by applicable law.

D) To the fullest extent permitted by applicable law, each Covered Person of a Series shall be entitled, out of the Series Assets of that Series, to be indemnified against and held harmless from any and all liabilities, judgments, obligations, losses, damages, claims, actions, suits or other proceedings (whether under the Securities Act, the Commodity Exchange Act, as amended, or otherwise, civil or criminal, pending or threatened, before any court or administrative or legislative body, and as the same are accrued, in which such Covered Person may be or may have been involved as a party or otherwise or with which he, she or it may be or may have been threatened, while in office or thereafter) and reasonable costs, expenses and disbursements (including legal and accounting fees and expenses) of any kind and nature whatsoever (collectively, "**Covered Losses**") that may be imposed on, incurred by, or asserted at any time against such Covered Person (whether or not indemnified against by other parties) in any way related to or arising out of this Agreement, the administration of the Series Assets of that Series, or the action or inaction of such Covered Person hereunder (including actions or inactions pursuant to Article 9 on the Partnership's or that Series' dissolution or termination) or under contracts with that Series, except that no such Covered Person shall be entitled to indemnity for Covered Losses with respect to any matter as to which such Covered Person shall have been finally adjudicated in any such action, suit, or other proceeding, or otherwise by a court of competent jurisdiction, to have committed an act or omission involving his, her or its own willful misconduct, gross negligence, or reckless disregard of his, her or its obligations hereunder. The indemnities

contained in this Article 6 shall survive the termination of this Agreement. The federal and state securities laws impose liabilities under certain circumstances on Persons who act in good faith, and, therefore, nothing herein shall waive or limit any rights that a Partner of a Series, a Series, any other Series or the Partnership may have against a Covered Person of that Series under those laws. Notwithstanding the foregoing provisions of this Section 6.4, the Series shall be under no obligation to indemnify a Covered Person from and against any reduction in the value of such Person's interest in the Series that is attributable to losses, expenses, damages, or injuries suffered by the Series or to any other decline in the value of the Series Assets.

E) To the fullest extent permitted by applicable law, the Partnership, on behalf of and for the account of the applicable Series, shall, upon request of a Covered Person, advance funds to that Covered Person for reasonable legal expenses and other costs for which he, she or it is entitled to be indemnified pursuant to this Agreement, incurred as a result of a legal action or other proceeding (and, if requested to do so in writing by that Covered Person to assume the defense of any such proceeding), provided that that Covered Person agrees in writing at the time of the first such advance (or at the time of such request) to repay to the applicable Series all the advanced funds (or the cost of such defense) if it is subsequently determined that such Covered Person is not entitled to such indemnification.

F) With respect to a Series, the General Partner may in its sole discretion, and upon not less than 10 days' prior written notice, require that each Limited Partner of such Series return to such Series (in proportion to its respective shares of the distributions at issue, and inversely to the order of distributions made pursuant to Section 5.6 and the applicable Series Appendix) all or any portion of the distributions made to such Limited Partner not previously returned for the purpose of meeting such Limited Partner's share of (x) indemnification obligations arising under this Section 6.6, or (y) any other liabilities of such Series, including the extent incurred in connection with indemnity, whether such obligations arise before or after the last day of the term of such Series. Such Series General Partner shall not issue a notice pursuant to this Section 6.4(f) in respect of a distribution that was made more than three years prior to the earlier of (i) the date of such notice or (ii) the date upon which the Series General Partner notified the Limited Partners of such Series of a pending or otherwise anticipated claim that, in the Series General Partner's reasonable judgment, presents a realistic possibility of giving rise to such notice. The aggregate obligation of each Limited Partner pursuant to this Section 6.4(f) shall in no event exceed 25% of such Limited Partner's Capital Contribution with respect to such Series. 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.

G) The Series may, at the election of the Series General Partner, advance Covered Losses to a Protected Person if such Covered Losses will be incurred in connection with any action described in Section 6.4(d). As a condition to receiving an advance toward or payment of Covered Losses pursuant to this Section 6.4(g), a Covered Person shall execute an undertaking in form and substance acceptable to the General Partner providing that, to the extent that it is subsequently determined in a final judgment or other final adjudication by arbitration proceeding in accordance with Section 15.15 that such Person was not entitled to such advance or payment, such Person shall promptly return such advance or payment to the Series. If a Covered Person is a

defendant in an action brought by a majority in Interest of the Limited Partners in their capacity as such, such Covered Person shall be entitled to an advance of Indemnifiable Amounts under this Section 6.4(g) with respect to such Action only with the approval of a majority in Interest of the Limited Partners.

6.5 Certain Activities. Neither any Partner nor any Affiliate of a Partner shall be restricted from or required to account to the Partnership, a Series or any other Partner with respect to, and any Partner or any Affiliate of a Partner may engage in or possess, any interest in any business venture of any nature or description, independently or with others, whether presently existing or hereafter created, whether competitive with or complementary to the business of the Partnership, any Series or any Investment, and none of the Partnership, a Series nor any Partner in its capacity as a Partner of a Series shall have any rights in or to such independent ventures or the income or profits derived therefrom. Subject to other applicable provisions of this Agreement or in any LPA Series Appendix, as applicable, nothing in this Agreement shall prevent the Partnership General Partner or any Series General Partner or their respective Affiliates from acting as a partner or administrative or managing partner of any other partnership or as investment adviser or investment manager for any other Person, whether or not having investment policies or portfolios similar to those of the Partnership or any Series.

6.6 Warehoused Investments. Notwithstanding anything to the contrary contained in this Agreement, the Partnership may, directly or indirectly, acquire or purchase from the General Partner or its Affiliates (in each case, a "GP Affiliate") all or a portion of any investment, assets, or rights, acquired or consummated prior to the date of the Initial Closing by a GP Affiliate with the intent to sell to the Partnership (all or a portion of any such Security, a "Warehoused Investment"). Any Warehoused Security is intended to be acquired or purchased, directly or indirectly, by the Partnership from a GP Affiliate within 180 days of the date of the Initial Closing, for a purchase price equal to the cost basis of such Warehoused Investment (less any proceeds received by such GP Affiliate from such Warehoused Investment). Any and all fees, costs, taxes, and expenses directly or indirectly incurred by such GP Affiliate in connection with the direct or indirect transfer to the Partnership of such Warehoused Investment will be paid by the Partnership as Partnership Expenses. In connection with acquiring or purchasing a Warehoused Investment, the Partnership may, directly or indirectly, assume any outstanding indebtedness relating to such Warehoused Investment and may, directly or indirectly, assume any guarantee of such indebtedness, including any guarantee of such indebtedness previously provided by the GP Affiliate. The direct or indirect assumption of any such guarantee and any associated release of the GP Affiliate from its obligations under such guarantee may occur at any time on or after the date of the Partnership's direct or indirect acquisition or purchase of the Warehoused Investment from such GP Affiliate. The Partnership may also, directly or indirectly, assume the obligations of the GP Affiliate under any purchase agreement and related documentation relating to the Warehoused Investment. Each Limited Partner shall be deemed to have consented to the acquisition or purchase of any Warehoused Investment by the Partnership disclosed in writing to such Limited Partner prior to the acceptance of such Limited Partner's Subscription Agreement.

ARTICLE 7

BOOKS AND RECORDS; REPORTS

7.1 Books.

A) The Series General Partner shall maintain complete and accurate books of account of that Series' affairs at the Series' principal office. The Partnership General Partner shall maintain complete and accurate books of account of the Partnership's affairs at the Partnership's principal office. Each Limited Partner of a Series, on reasonable prior notice to the Series General Partner (which prior notice shall be in writing and shall state the purpose thereof), shall have the right to examine the books and records of that Series during regular business hours at the principal office of the Series General Partner for any purpose reasonably related to the Limited Partner's interest as a limited partner; provided, however, that such Series General Partner shall have the right to require such examining Limited Partner to pay for costs associated with any permitted photocopying. Further, any such examination shall be subject to the confidentiality provisions set forth in Article 13 hereof.

B) Notwithstanding the foregoing in Section 7.1A), the Series General Partner shall have the right to keep confidential from Limited Partners of such Series for such period of time as such Series General Partner deems reasonable (i) any information that such Series General Partner reasonably believes to be in the nature of trade secrets or other information the disclosure of which the Series General Partner in good faith believes is not in the best interest of the Series, could damage such Series or its business or that such Series is required by law or by agreement with a third party to keep confidential, (ii) the names and addresses of Limited Partners of such Series and Short-Term Investments, and (iii) the terms of any Side Letter.

7.2 Partners' Capital Accounts. The Series General Partner shall establish for each Partner of that Series on the books of that Series, as of the date such Partner is admitted to the Series, a separate capital account (each, a "**Capital Account**"). The Capital Account of a Partner shall be the total Capital Contributions by such Partner, increased by such Partner's allocable share of the Series' Profit and items of income and gain allocated pursuant to Article 5 hereof, and decreased by (A) the Fair Market Value (as determined pursuant to Section 5.11) of property and the amount of cash distributed to such Partner pursuant to this Agreement and (B) such Partner's allocable share of the Series' Loss and items of loss and deduction allocated pursuant to Article 5 hereof. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

7.3 Reports. The Series General Partner shall cause to be prepared and sent to each Limited Partner of a Series (or posted to a website designated by the Series General Partner) such reports or information that the General Partner may, in its discretion, deem appropriate.

7.4 Account Modification. The Partnership General Partner or Series General Partner, as the case may be, may, with the approval of the Partnership's or relevant Series' independent public accountants, vary the accounting policies of the Partnership or such Series, as the case may be, and may determine or vary the allocation of any item to reflect properly the rights of the

Partners as reflected in this Agreement; provided, however, that no such variation shall affect the distributions payable to Partners pursuant to this Agreement.

7.5 Information. Subject to Article 13 hereof and any confidentiality agreement entered into by the Partnership or a Series and subject to the relevant General Partner's rights set forth in Section 7.1, the applicable General Partner shall provide such information relating to the Partnership or the relevant Series, as applicable, available to the Partnership General Partner or such Series or available to the Partnership or Series, as applicable, including financial statements and computations, as any Partner may require in order to comply with regulatory requirements, including reporting requirements to which such Partner is subject; provided, however, that such Partner shall provide proof of such requirement to the applicable General Partner (which proof shall be reasonably acceptable to the applicable General Partner).

7.6 Partnership Representative and Audits.

A) The Partnership General Partner shall be the "**partnership representative**" of the Partnership and the General Partnership of each Series shall be the "**partnership representative**" each Series, pursuant to and to the extent permitted by Section 6223 of Title XI of the Bipartisan Budget Act of 2015 ("**Title XI 2015 BBA**"). In the event of any pending tax action, investigation, claim or controversy at the Partnership level that may result in a "partnership adjustment," within the meaning of Section 6241(2) of Title XI 2015 BBA (a "**Partnership Adjustment**"), to any item reported on a federal tax return of any Limited Partner(s), the applicable Partnership Representative, shall keep such Limited Partner(s) fully and timely informed by written notice of any audit, administrative or judicial proceedings, meetings or conferences with the IRS or other similar matters that come to its attention in its capacity as Partnership Representative. Notwithstanding the foregoing, (i) the applicable Partnership Representative shall be authorized to act for, and its decision shall be final and binding upon, the Partnership or the relevant Series, as applicable, and all Partners associated with the relevant Series, and (ii) all expenses incurred by the applicable Partnership Representative in connection with any income tax audit of any tax return of the Partnership or a Series, the filing of any amended return or claim for refund in connection with any item of income, gain, loss, deduction or credit reflected on any tax return of the Partnership or a Series, as applicable, or any administrative or judicial proceedings arising out of or in connection with any such audit, amended return, claim for refund or denial of such claim (including, without limitation, reasonable attorneys', accountants' and other experts' fees and disbursements) shall be expenses of the Partnership or the relevant Series, as applicable. Without the consent of the applicable General Partner, no Limited Partner shall have the right to (A) participate in the audit of any Partnership or Series tax return, (B) file any return inconsistent with, or file any amended return or claim for refund in connection with, any item of income, gain, loss, deduction or credit reflected on any tax return of the Partnership or a Series, (C) participate in any administrative or judicial proceedings arising out of or in connection with any audit, amended return, claim for refund or denial of such claim, or (D) appeal, challenge or otherwise protest any adverse findings in any such audit or with respect to any such amended return or claim for refund or in any such administrative or judicial proceedings.

B) For any Partnership Adjustment or proposed Partnership Adjustment to the federal income tax returns of the Partnership or any Series for which an "imputed underpayment," within the meaning of Section 6225(b) of Title XI 2015 BBA would arise, then either, (i) the

applicable Partnership Representative may require that the Limited Partner(s) affected by such Partnership Adjustment file amended returns that take in to account such Partnership Adjustments and pay any additional tax due pursuant to Section 6225(c) of Title XI 2015 BBA or (ii) if the applicable Partnership Representative does not require the affected Limited Partner(s) to file such amended returns as provided in clause (i), and the affected Limited Partner(s) does not otherwise file such amended returns, the applicable Partnership Representative may elect application of Section 6226 of Title XI 2015 BBA. In any case, (A) the affected Limited Partner(s) shall keep the applicable Partnership Representative fully and timely informed by written notice of any administrative or judicial proceedings, meetings or conferences with the IRS or other similar matters with respect to the Partnership Adjustment, and (B) the applicable Partnership Representative shall have the right to review and comment on any submissions to the IRS, and attend and jointly participate in any meetings or conferences with the IRS at its own expense.

C) This Section 7.6 is intended to apply to the Partnership and each Series and to comply with certain provisions under Title XI 2015 BBA that may be subject to change or further interpretation by the U.S. Treasury or IRS after the applicable Closing of a Series. In the event of such change or further interpretation, the Partnership General Partner is hereby authorized, without the consent of any other Partner, to amend this Agreement consistent with the provisions of Sections 7.6(a) and (b) above.

ARTICLE 8

TRANSFERS

8.1 General Partner.

A) Except as provided in Section 9.1B), the Partnership General Partner shall not withdraw from the Partnership and the Series General Partner shall not withdraw from a Series or assign, transfer or otherwise dispose of its General Partner Partnership Interest of the Partnership or a General Partner Partnership Interest of a Series, as the case may be, without (i) providing one or more successor general partners (to whom the withdrawing general partner shall assign its entire interest as a general partner in the Partnership or Series, as the case may be) and who shall be deemed admitted to the Partnership or Series, as the case may be, as a successor general partner immediately prior to the withdrawal (which assignment, admission and withdrawal shall be reflected in the books and records of the Partnership or Series, as the case may be) and who is hereby authorized to, and shall, continue the Partnership or Series, including carrying on its applicable business, without dissolution or termination, and (ii) any such assignment, transfer or withdrawal otherwise satisfying the requirements of Section 8.3A)(iii).Any such additional or successor general partner of the Partnership or Series is hereby authorized to, and shall, continue the business of the Partnership or Series without dissolution as long as such assignee general partner shall have assumed in writing all of the obligations of the resigning General Partner.

B) Notwithstanding Section 8.1A) hereof but subject to the provisions of this Section 8.1B), (i) the Partnership General Partner or the Series General Partner may assign the entirety of its General Partner Partnership Interest to any Affiliate of the General Partner, and admit such assignee as a general partner of the Partnership or a Series, as the case may be, in respect thereof, but such assigning General Partner shall not cease to be a general partner of the Partnership

or such Series until after the admission of such Affiliate of the General Partner as a general partner of the Partnership or Series, as the case may be (which assignment, admission and withdrawal shall be reflected in the books and records of the Partnership or Series) and such assignee general partner of the Partnership or such Series is hereby authorized to, and shall, continue the Partnership or Series, including carrying on its applicable business, without dissolution or termination, and (ii) the Partnership General Partner or the Series General Partner may beneficially assign all or any portion of its rights to receive distributions of cash or other property from the Partnership or a Series, as the case may be, and to receive allocations of the income, gains, credits, deductions, Profits and Losses of the Partnership or Series to any member of such General Partner or any Affiliate thereof but upon any such assignment described in this clause (ii) such General Partner shall not cease to be a general partner of the Partnership or such Series, as the case may be; provided, however, that any such assignment described in either clause (i) or (ii) above would not (A) subject the Partnership or Series to U.S. federal income taxation as an association taxable as a corporation and not as a partnership, (B) cause a termination of the Partnership or Series for U.S. federal income tax purposes or (C) violate applicable U.S. federal and state securities laws, the Act, or other laws of the State of Delaware.

8.2 Limited Partner Withdrawal Rights.

A) A Limited Partner of a Series may withdraw from such Series, upon the occurrence of the following (each, a "**Partner Withdrawal Event**") unless otherwise provided in the relevant LPA Series Appendix:

(i) A Completion Guaranty has not been secured in connection with the Project associated with a Series within sixty (60) days after the Closing of such Limited Partner's admission to such Series; provided, however, that such occurrence will only constitute a Partner Withdrawal Event for a Series where a Completion Guaranty is required, as specified in the relevant LPA Series Appendix.

(ii) Prior to the date of the Initial Funds Release, a material change in the material terms of the Project associated with such Series occurs. The Investment Adviser shall determine in its sole discretion whether a particular change in the terms of such Project constitutes a material change. Without limiting the generality of the foregoing, a material change may include a main actor in a Project leaving such Project, a material change in the location of filming, a material increase or decrease in a Project's budget, or a material change in another significant element of a Project.

B) Upon the occurrence of a Partner Withdrawal Event, the Series General Partner shall provide notice thereof to each Limited Partner and each such Partner of that Series shall have the right to redeem all of his, her, or its Limited Partner Partnership Interest by providing notice of redemption thereof to the Series General Partner within fifteen (15) days after receipt of such notice. Upon receipt of notice of redemption by a Limited Partner of a Series, (a) the Series General Partner shall return such Limited Partner's Capital Contribution without interest or premium to such Limited Partner and (b) such Limited Partner shall cease to be a Partner of that Series and the Partnership and shall have no further interest or rights as a Partner in such Series or the Partnership, including, without limitation, voting rights or distribution rights.

C) The Series General Partner shall, in its discretion, have the right to require the withdrawal of all or any portion of any Limited Partner's Interest upon at least ten days' written notice to such Limited Partner during the Term of the relevant Series, at any time without notice to such Limited Partner upon and following the expiration of the Term of the relevant Series, or take such other action as it determines to be fair and reasonable in the event that such Series General Partner determines or has reason to believe that: (i) such Limited Partner has attempted to assign or has assigned any portion of such Limited Partner's Interest in violation of this Agreement; (ii) continued ownership of such Interest by such Limited Partner is reasonably likely to cause the Partnership, any Series with which such Limited Partner is associated, the Series General Partner, the Series Investment Adviser or any Affiliate of the foregoing to be in violation of securities laws of the United States or any other relevant jurisdiction or the rules of any self-regulatory organization applicable to the Partnership, such Series, the Series General Partner, the Series Investment Adviser or their Affiliates; (iii) continued ownership of such Interest by such Limited Partner may be harmful or injurious to the business or reputation of the Partnership or such Series, the Series General Partner or the Series Investment Adviser, or may subject the Partnership, such Series or any other Limited Partner to a risk of adverse tax or other fiscal consequence, including without limitation, adverse consequence under ERISA; (iv) any of the representations or warranties made by such Limited Partner under this Agreement or under any Subscription Materials signed by such Limited Partner was not true, correct and complete when made or has ceased to be true, correct and complete; (v) the Limited Partner's continued ownership of its Interest would cause the Partnership or Series to be required to register as an "Investment Company" under the 1940 Act; or (vi) it would not be in the best interests of the Partnership or such Series, as determined by the Series General Partner in its sole discretion, for such Limited Partner to continue ownership of its Interest. The effective date of such withdrawal shall be determined by the Series General Partner in its discretion. In connection with a mandatory withdrawal pursuant to this Section 8.2(c), a Limited Partner shall be entitled to receive the Fair Market Value of the withdrawn Interest, to be paid in cash or in kind, as determined in the General Partner's sole discretion, on the effective date of such withdrawal or within a reasonable time thereafter; provided, however, that in connection with a mandatory withdrawal pursuant to this Section 8.2(c) with an effective date on or following the expiration of the Term of the relevant Series, such Limited Partner shall not be entitled to receive any amounts attributable to such withdrawn Interest.

D) Except as provided in this Article 8, no Limited Partner of a Series shall be entitled to withdraw from that Series or redeem any portion of its Interest without the prior written consent of the Series General Partner, which consent can be withheld for no or any reason, conditioned or delayed. No Limited Partner of the Partnership shall be entitled to withdraw from the Partnership or sell, transfer, assign, pledge, encumber or redeem any portion of its Interest without the prior written consent of the Partnership General Partner, which consent can be withheld for no or any reason, conditioned or delayed.

8.3 Transfer of Limited Partner Partnership Interests.

A) Subject to any restrictions on transferability imposed by operation of law or contained elsewhere in this Agreement, a Limited Partner of a Series may sell, transfer, assign, pledge or otherwise encumber (collectively, "**assign**") its Interest in a Series only if:

(i) in the case of a Limited Partner, the assignee meets all of the requirements applicable to an original subscriber for an Interest in such Series and consents in writing in form satisfactory to the Series General Partner to be bound by the terms of this Agreement, including, without limitation, the agreements contained in Article 10, the Subscription Materials, all as if it were the assignor, and the instrument of assignment is in form and substance reasonably satisfactory to the Series General Partner;

(ii) the Series General Partner consents in writing to the assignment, which consent may be granted or withheld in the discretion of such Series General Partner; provided, however, that the Series General Partner may require that such assignment may only be made on terms agreed to by the Series General Partner in its discretion; and

(iii) such assignment would not jeopardize the taxation of the relevant Series as a partnership for U.S. federal income tax purposes, or cause such Series to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code and the regulations promulgated thereunder, or violate, and/or cause such Series to violate, any applicable law or governmental rule or regulation, including, without limitation, the Act or any applicable U.S. federal or state or foreign securities law.

By executing this Agreement, each Limited Partner of a Series shall be deemed to have consented to any assignment of an Interest consented to by the Series General Partner. For purposes of this Section 8.3, any transfer of an Interest in a Series, whether voluntary or by operation of law, shall be considered an assignment.

B) Each assigning Limited Partner of a Series agrees to pay all expenses, including attorneys' fees, reasonably incurred by that Series in connection with such assignment.

C) Any assignment by a Limited Partner described in this Section 8.3 shall not relieve such Partner of any of its obligations hereunder as a Partner, unless (i) the provisions of Section 8.8 have been complied with and (ii) such Partner shall have reimbursed the Series General Partner and the relevant Series for any reasonable out-of-pocket expenses (including reasonable legal fees and expenses) incurred in connection with any such action or the admission of an assignee or transferee of such Limited Partner, as a substituted Limited Partner, pursuant to Section 8.8, and in such event in connection with a partial transfer, only to the extent of such transfer.

D) Each assigning Limited Partner (an "**Indemnifying Partner**") shall indemnify and hold harmless the Partnership, each Series, the Partnership General Partner, the General Partner of each Series, and every other Partner who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising out of any actual or alleged misrepresentation, misstatement of facts or omission to state facts by such Indemnifying Partner in connection with any assignment, pledge, transfer, encumbrance or other disposition of all or any part of such Indemnifying Partner's Interest, against expenses for which the Partnership, a Series, such General Partner or such other Partner has not otherwise been reimbursed (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by it, him or her in connection with such action, suit or proceeding; provided, however, that the foregoing indemnification shall not be

for the benefit of any Partner who supplied the information that gave rise to any actual misrepresentation, misstatement of facts or omission to state facts; provided, further, that the amount of indemnity shall not exceed the Capital Contribution of the Indemnifying Partner.

8.4 Transfers Resulting in Multiple Ownership. In the event of any assignment that shall result in ownership by more than one Person of any one Partner's Interest, the Series General Partner may require one or more trustees or nominees to be designated to represent part or all of the Interest transferred, for the purpose of receiving all notices and distributions that may be given or made under this Agreement, and for the purpose of exercising all rights that the transferor had as a Partner pursuant to this Agreement and/or any relevant PPM Series Appendix.

8.5 Assignee's Rights. Any purported assignment of an Interest or rights therein that is not in compliance with this Agreement, including without limitation any transfer that would cause a Series to be treated as a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, is to the fullest extent permitted by applicable law, hereby declared to be null and void and of no force and effect whatsoever. A permitted assignee of any Interest shall be entitled to receive distributions of cash or other property from the Series and to receive allocations of the income, gains, credits, deductions, Profits and Losses of the Series attributable to such Interest after the effective date of the assignment. The "effective date" of an assignment of an Interest in a Series under the provisions of this Section 8.5 shall be the first day of the month next following receipt by the Series General Partner of written notice of assignment and fulfillment of all conditions precedent to such assignment provided for in this Agreement.

8.6 Allocations Subsequent to Assignment. All Profits and Losses of a Series attributable to any Interest or rights attributable to the interest of the Partner in a Series acquired by reason of an assignment shall be allocated among the Partners based on a method chosen by the Series General Partner, in its discretion, which method shall comply with Section 706 of the Code and shall be binding on all Partners of such Series. For purposes of determining the date on which the acquisition occurs, a Series may make use of any convention allowable under Section 706(d) of the Code.

8.7 Satisfactory Written Assignment Required. Anything herein to the contrary notwithstanding, both a Series and the Series General Partner shall be entitled to treat the assignor of an Interest as the absolute owner thereof, until such time as a written assignment that conforms to the requirements of this Article 8 has been received by and recorded on the books and records of such Series.

8.8 Substituted Limited Partner. In addition to the requirements of Section 8.3, the assignee of any Interest in a Series may be admitted as a substituted Limited Partner in such Series in place of its assignor upon the written consent of the Series General Partner, which consent may be granted or withheld in the discretion of the Series General Partner; provided, however, that, in any event, such consent will not be given unless all of the following conditions are satisfied:

A) a duly executed and acknowledged written instrument of assignment and assumption, approved by such Series General Partner, is filed with the relevant Series setting forth the intention of the assignor that the assignee be admitted as a substituted Limited Partner in its place;

B) the assignee executes an irrevocable power of attorney, satisfactory to such Series General Partner, appointing such Series General Partner as the assignee's lawful attorney-in-fact for the purposes specified in Article 10 (including, without limitation for the purpose of executing this Agreement);

C) the assignor and assignee execute and acknowledge such other instruments, in form and substance satisfactory to such Series General Partner, as such Series General Partner may deem necessary or desirable to effect such substitution and pay all reasonable expenses, including legal fees, incurred by the Partnership and the relevant Series in connection with such assignment and substitution; and

D) if requested by such Series General Partner, an opinion from counsel to the assignee (which opinion shall be satisfactory to counsel for such General Partner) is furnished to the relevant Series stating that, in the opinion of said counsel, such substitution would not jeopardize the status of such Series as a partnership for U.S. federal income tax purposes, cause a termination of such Series for purposes of the then applicable provisions of the Code, cause such Series to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code and the regulations promulgated thereunder, or violate, or cause such Series to violate, any applicable law or governmental rule or regulation, including, without limitation, the Act or any applicable federal or state securities law.

By executing this Agreement, each Limited Partner of a Series shall be deemed to have consented to any substitution of an assignee in the place and stead of an assigning Limited Partner of such Series permitted by the Series General Partner.

8.9 Substitution as Limited Partner Required for Vote. Unless and until an assignee of an Interest in a Series becomes a substituted Limited Partner of such Series, such assignee shall not be entitled to exercise any right to vote with respect to such Interest.

8.10 Effective Date. Unless the Series General Partner agrees otherwise, and except as otherwise required pursuant to Section 8.5, the effective date of a substitution of a Limited Partner in a Series shall be the first day of the next month following receipt by the Series General Partner of the instrument of assignment effecting substitution and fulfillment of all conditions precedent to such substitution provided for in this Agreement; provided, however, that such substitution shall be deemed effective for the purpose of determining any required consent or vote of the Limited Partners of such Series as of the day next following such receipt and fulfillment of conditions precedent.

8.11 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 or the termination of the relevant Series, but the rights of such Limited Partner to share in the Profits and Losses of such Series, to receive distributions, if any, and to assign its Interest in such Series pursuant to Section 8.3 or cause the substitution of a substituted Limited Partner pursuant to Section 8.8 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 Partner whose Interest is held in joint tenancy, pass to the surviving joint tenant,

subject to the terms and conditions of this Agreement, and such Series shall continue as a series of a limited partnership and the Partnership shall continue as a limited partnership. Such successor or personal representative, however, shall become a substituted Limited Partner with a Limited Partner Partnership Interest only as provided in Section 8.8 with respect to an assignee of a Limited Partner Partnership Interest in the relevant Series. The successor or estate of the Limited Partner shall be liable for all the obligations of the deceased, bankrupt, dissolved or incapacitated Limited Partner.

8.12 Representations Regarding Transfers. Each Partner hereby covenants and agrees with the Partnership and the relevant Series for the benefit of the Partnership and such Series and all Partners, that (i) it is not currently making a market in Interests and will not in the future make a market in Interests, (ii) it will not transfer its Interest, or any portion thereof, on an established securities market, a secondary market (or the substantial equivalent thereof) within the meaning of Code Section 7704(b) (and any regulations, proposed regulations, revenue rulings, or other official pronouncements of the Internal Revenue Service or Treasury Department that may be promulgated or published thereunder) without the prior written approval of the Partnership General Partner and the Series General Partner, and (iii) in the event such regulations, revenue rulings, or other pronouncements treat any or all arrangements that facilitate the selling of Interests and that are commonly referred to as "matching services" as being a secondary market or substantial equivalent thereof, it will not transfer any Interest, or any portion thereof, through a matching service without the prior written approval of the Partnership General Partner and the Series General Partner. Each Partner further agrees that it will not transfer any Interest, or any portion thereof, to any Person unless such Person agrees to be bound by this Section 8.12 and to transfer such Interests only to Persons who agree to be similarly bound.

ARTICLE 9

TERM; DISSOLUTION

9.1 Term; Events of Dissolution.

A) A Series shall terminate at such time as is designated in the LPA Series Appendix for such Series (the "**Initial Term**"); provided, however, that such term may be extended for up to an additional year by the Series General Partner in its sole discretion, for up to two additional terms; provided, further, that any further extensions of a Series thereafter will require a written notice to the Series General Partner signed by a majority in Interest of the Limited Partners of such Series (with respect to such Series, the Initial Term, together with any with any permitted and/or approved extensions thereto, the "**Term**"). In any case such Series shall terminate upon the date on which any such extension expires. Notwithstanding the foregoing and subject to the provisions of the Act, a Series shall be earlier terminated and its affairs wound up upon the earliest to occur of the following events:

(i) (x) the withdrawal or Bankruptcy of the Series General Partner or the assignment by such Series General Partner of its entire Interest in such Series other than as permitted under this Agreement, (y) in the case of a General Partner that is a separate partnership or limited liability company, the dissolution and commencement of winding up of the separate partnership or limited liability company or (z) any other act or circumstance that causes the Series

General Partner to cease to be a general partner under the Act (any such event described in clause (x), (y) or (z) a "**GP Event of Withdrawal**");

(ii) at any time in the discretion of the Series General Partner, upon not less than thirty (30) days' prior written notice to each Partner of such Series;

(iii) upon the withdrawal of a certain number of Limited Partners of such Series after the occurrence of a Partner Withdrawal Event as determined by the Series General Partner in its discretion;

(iv) the sale, exchange, or other disposition by such Series of all of the assets thereof; or

(v) the entry of a decree of judicial dissolution in respect of such Series under Section 17-218(m) of the Act (each of (ii), (iii) and (iv), a "**Series Event of Dissolution**");

(vi) the dissolution of the Partnership;

provided, however, that, upon the occurrence of a GP Event of Withdrawal of the Series General Partner, such Series shall not be dissolved and its affairs shall not be wound up if (A) at the time of such GP Event of Withdrawal there is a remaining general partner of such Series who is authorized by this Agreement to continue the business of such Series without dissolution and does so or (B) the Limited Partners of such Series whose Capital Contributions constitute more than fifty percent (50%) of the aggregate Capital Contributions of such Series agree in writing to continue the business of such Series and to elect one or more successor general partners, effective as of the date of such GP Event of Withdrawal, such action to be taken within 180 days after such GP Event of Withdrawal.

B) Upon the occurrence of any GP Event of Withdrawal and the continuation of a Series upon the election of one or more remaining or successor general partners or the Limited Partners as provided in the proviso to Section 9.1, the withdrawing Series General Partner or its legal representative shall possess an interest in the Profits, Losses and distributions of such Series described in this Section 9.1B) as though a permitted assignee of a Limited Partner and shall be automatically admitted to such Series as a Limited Partner, as provided in Section 8.8. In the event of the continuation of such Series as herein provided, the successor general partner(s) shall exercise the rights, powers and obligations hereunder of the Series General Partner (excluding, however, obligations of the withdrawing General Partner to the Partners occasioned by such General Partner's withdrawal, Bankruptcy or other GP Event of Withdrawal as general partner), and shall have such interest in the Profits, Losses and distributions of such Series (other than such Profits, Losses and distributions to which the withdrawing General Partner is entitled prior to the GP Event of Withdrawal) as shall be agreed upon by the successor general partner(s) and Limited Partners of such Series, upon execution of a written acceptance of this Agreement. Following the GP Event of Withdrawal, the withdrawn General Partner shall retain its right to Performance Distributions in respect of all Investment Proceeds received prior to the GP Event of Withdrawal and no right to Performance Distributions in respect of Investment Proceeds received after the GP Event of Withdrawal.

C) The Partnership shall be dissolved and its affairs wound up upon the earliest to occur of the following events:

(i) the termination of the last remaining Series of the Partnership;

(ii) the occurrence of an event that would be a GP Event of Withdrawal of the Partnership General Partner applying the definition of GP Event of Withdrawal *mutatis mutandis*;

(iii) at any time in the discretion of the Partnership General Partner, upon not less than thirty (30) days' prior written notice to each Partner of all Series; or

(iv) the entry of a decree of judicial dissolution in respect of the Partnership under Section 17-802 of the Act (each of (ii), (iii) and (iv), a "Partnership Event of Dissolution"); provided, however, that, upon the occurrence of a GP Event of Withdrawal of the Partnership General Partner, the Partnership shall not be dissolved and its affairs shall not be wound up if (A) at the time of such GP Event of Withdrawal there is a remaining general partner of the Partnership who is authorized by this Agreement to continue the business of the Partnership without dissolution and does so or (B) the Limited Partners of all Series whose Capital Contributions constitute more than fifty percent (50%) of the aggregate Capital Contributions of all Series agree in writing to continue the business of the Partnership and to elect one or more successor general partners, effective as of the date of such GP Event of Withdrawal, such action to be taken within 180 days after such GP Event of Withdrawal.

D) Upon the occurrence of any GP Event of Withdrawal and the continuation of the Partnership upon the election of one or more successor general partners, as provided in this Agreement, the Partnership General Partner or its legal representative shall possess an interest in the Profits, Losses and distributions of the Partnership described in this Section 9.1D) as though a permitted assignee of a Limited Partner and shall be automatically admitted to the Partnership as a Limited Partner, as provided in Section 8.8. In the event of the continuation of the Partnership as herein provided, the successor general partner(s) shall exercise the rights, powers and obligations hereunder of the withdrawing General Partner (excluding, however, obligations of the withdrawing General Partner to the Partners occasioned by the withdrawing General Partner's withdrawal, Bankruptcy or other GP Event of Withdrawal as general partner), and shall have such interest in the Profits, Losses and distributions of the Partnership (other than such Profits, Losses and distributions to which the withdrawing General Partner is entitled prior to the GP Event of Withdrawal) as shall be agreed upon by the successor general partner(s) and the Partners of all Series, upon execution of a written acceptance of this Agreement.

E) The termination and winding up of a Series shall not, in and of itself, cause the dissolution of the Partnership or the termination of any other Series. The termination of a Series shall not affect the limitation on liabilities of such Series or of any other Series.

9.2 Final Accounting. Upon the termination or dissolution of a Series or the Partnership, as applicable, and the failure to continue such Series or the Partnership, as the case may be, as provided in Section 9.1, a proper accounting shall be made by the independent public

accountants of such Series or the Partnership, as the case may be, from the date of the last previous accounting to the date of liquidation.

9.3 Liquidation. Upon the termination or dissolution of a Series or the Partnership, as the case may be, and the failure to continue such Series or the Partnership, as the case may be, as provided in Section 9.1, the Series General Partner or the Partnership General Partner, as applicable, or its successor as general partner of such Series or the Partnership, as applicable, or, if there is no general partner, a Person who may be approved by Consent of the Limited Partners of such Series or the Partnership, as applicable, whose Capital Contributions constitute more than fifty percent (50%) of the aggregate Capital Contributions of all Series, in the case of the Partnership, as applicable, shall act as liquidator to wind up such Series or the Partnership, as applicable. In such capacity, the liquidator shall be a "liquidating trustee" as defined in the Act. Such General Partner or liquidator shall have full power and authority to sell or assign any or all of such Series' or the Partnership's assets, as the case may be, and to wind up and liquidate the affairs of such Series or the Partnership, as the case may be, in an orderly and businesslike manner. All proceeds from liquidation shall be distributed in the following order of priority: (i) to creditors, including Partners of such Series or the Partnership, as applicable, who are creditors of such Series or the Partnership, as applicable, to the extent otherwise permitted by law, in satisfaction or provision for payment of liabilities of such Series or the Partnership, as applicable, including any contingent, conditional or unmatured liabilities of such Series or the Partnership, as applicable (whether by payment or establishment of reasonable reserves in accordance with the terms of this Agreement) other than liabilities for distributions to Partners of such Series or the Partnership, as applicable, on account of their respective Interests in such Series or the Partnership, as the case may be, and (ii) to the Partners of such Series or the Partnership, as applicable, in accordance with Section 5.6 hereof. A reasonable time shall be allowed for the winding up of the affairs of such Series or the Partnership, as applicable, in order to minimize any losses that might otherwise result. Such General Partner or liquidator, as the case may be, shall use commercially reasonable efforts to carry out the liquidation in conformity with the timing requirements of Treasury Regulations Section 1.704-1(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.

9.4 Distributions in Kind. Subject to Section 9.3, such General Partner or liquidator, as applicable, shall use commercially reasonable efforts to liquidate the assets of a Series or the Partnership, as applicable, and distribute cash to the creditors and the Partners of such Series or the Partnership, as the case may be. If such General Partner or liquidator, as applicable, shall determine, because the distribution of cash would not be in the best interests of such Series or the Partnership, as the case may be, or would be impracticable, that a portion of the assets of such Series or the Partnership, as applicable, should be distributed in kind to the Partners thereof, such assets' Fair Market Value shall be determined in the manner provided in Section 5.11. Any unrealized appreciation or depreciation with respect to such assets shall be allocated among such Partners in accordance with Article 5, 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 9.3. For the avoidance of doubt, such General Partner may rely on information provided by a Limited Partner in effecting an in kind distribution of assets of a Series or the Partnership, as applicable. If information provided by a Limited Partner in connection with an in kind distribution proves incorrect and as a result, assets distributable to such Limited Partner are not delivered to

such Limited Partner, neither the applicable General Partner nor the Investment Adviser shall be liable to such Limited Partner for their good faith reliance on such misinformation.

9.5 Certificate of Cancellation. Upon the completion of the winding up of the Partnership or Series as provided in Sections 9.3 and 9.4, the legal existence of the Partnership or Series, as the case may be, shall be terminated by the filing of a Certificate of Cancellation of the Certificate of the Partnership or Series, as the case may be, by applicable General Partner or Person acting as liquidator. Upon cancelling of the Certificate by a filing of a Certificate of Cancellation, the Partnership, this Agreement and each LPA Series Appendix shall terminate and the existence of the Partnership and each Series shall cease.

ARTICLE 10

POWER OF ATTORNEY

10.1 Appointment of General Partner of Partnership. Each Limited Partner does irrevocably constitute and appoint the Partnership General Partner with full power of substitution, as such Limited Partner's true and lawful attorney in-fact, in its name, place and stead, to execute, acknowledge, swear to, deliver, record and file, as appropriate, (a) any amendment to this Agreement made in accordance with the terms hereof, (b) the original Certificate and all amendments thereto required or permitted by law or the provisions of this Agreement, (c) all certificates and other instruments deemed necessary by such General Partner to carry out the provisions of this Agreement or to qualify or continue the Partnership as a limited partnership or partnership wherein the limited partners have limited liability in the jurisdictions where the Partnership may be conducting its operations, (d) all instruments that such General Partner deems appropriate to reflect a change or modification of this Agreement or the Partnership in accordance with this Agreement, including, without limitation, the substitution of assignees as substituted Limited Partners pursuant to Section 8.8 (provided, however, that any such change or modification is otherwise in accordance with this Agreement), (e) all conveyances and other instruments deemed necessary or advisable by such General Partner to effect the termination and dissolution of a Series or the Partnership, (f) all fictitious or assumed name certificates required or permitted to be filed on behalf of a Series or the Partnership, (g) all such documentation required in connection Section 3.6, and (h) all other instruments or papers that may be required or permitted by law to be filed on behalf of a Series or the Partnership and that are consistent with the terms of this Agreement. The Partnership General Partner, acting as attorney in-fact shall not, however, have the right, power or authority to (x) amend or modify this Agreement when acting in such capacity, except to the extent authorized herein, or (y) exercise the voting or consent rights (or to waive any rights) granted in this Agreement to the Limited Partners of all Series.

10.2 Appointment of General Partner of each Series. Each Limited Partner of a Series does irrevocably constitute and appoint the Series General Partner with full power of substitution, as such Partner's true and lawful attorney in-fact, in its name, place and stead, to execute, acknowledge, swear to, deliver, record and file, as appropriate, (a) all instruments that such General Partner deems appropriate to reflect a change or modification of this Agreement with respect to such Series or the Series in accordance with this Agreement, including, without limitation, the substitution of assignees as substituted Partners of such Series pursuant to Section 8.8 (provided, however, that any such change or modification is otherwise in accordance

with this Agreement), (b) all conveyances and other instruments deemed necessary or advisable by the General Partner to effect the dissolution and termination of such Series, (c) all fictitious or assumed name certificates required or permitted to be filed on behalf of such Series, (d) all such documentation required in connection with Section 3.6, and (e) all other instruments or papers that may be required or permitted by law to be filed on behalf of such Series and that are consistent with the terms of this Agreement. The Series General Partner, acting as attorney in-fact shall not, however, have the right, power, or authority to (x) amend or modify this Agreement when acting in such capacity, except to the extent authorized herein, or (y) exercise the voting or consent rights (or to waive any rights) granted in this Agreement to the Limited Partners of such Series.

10.3 Duration of Power. The powers of attorney granted pursuant to Sections 10.1 and 10.2 are coupled with an interest and shall be irrevocable and (i) shall survive and not be affected by the subsequent Bankruptcy, termination or dissolution of the Partner granting the same; (ii) may be exercised by the applicable General Partner either by signing separately as attorney-in-fact for each applicable Partner or by acting as attorneys-in-fact for all applicable Partners; and (iii) shall survive the delivery of an assignment by a Partner of the whole or any fraction of its Interest, except that, where the whole of such Partner's Interest has been assigned in accordance with this Agreement, the power of attorney of the assignor shall survive the delivery of such assignment for the sole purpose of enabling the applicable General Partner to execute, acknowledge, swear to, deliver, record and file any instrument necessary or appropriate to effect such whole assignment. In the event of any conflict between this Agreement and any document, instrument, conveyance, or certificate executed or filed by the applicable General Partner pursuant to such power of attorney, this Agreement shall control. The powers of attorney shall terminate upon the Bankruptcy, dissolution, disability, withdrawal, or incompetence of the applicable General Partner and shall devolve upon any remaining or successor general partner.

10.4 Further Assurances. Each Partner shall execute and deliver to the applicable General Partner, within five (5) days after the receipt of such General Partner's request therefor, such further designations and other instruments as such General Partner reasonably deems necessary to preserve the limited partnership status of the Partnership or Series, as the case may be.

ARTICLE 11

AMENDMENTS TO AGREEMENT

Except as otherwise provided in Section 7.6(c) and this Article 11, this Agreement, including any LPA Series Appendix, may not be amended without the approval or written Consent of the applicable Partners whose Capital Contributions of the Partnership or such Series, as applicable, exceed fifty percent (50%) of the aggregate Capital Contributions of the Partnership or such Series, as applicable as follows: (i) each of the Partnership General Partner on the one hand and the Limited Partners of the Partnership on the other hand with respect to amendments relating to the Partnership, (ii) the Series General Partner on the one hand and the Limited Partners of such Series on the other hand with respect to amendments relating to its LPA Series Appendix, or (iii) all Series General Partners on the one hand and the Limited Partners of all Series on the other hand with respect to amendments relating to Limited Partners of all Series; provided, however, that, if the particular provision proposed to be amended pursuant to this Article 11 includes in its terms

the approval or Consent of the Limited Partners whose Capital Contributions equal or exceed a certain percentage that is higher than fifty percent (50%) (a "**Higher Approval Requirement**"), then approval or Consent by the Limited Partners whose Capital Contributions equal or exceed the Higher Approval Requirement shall be required to amend such provision. Notwithstanding anything to the contrary contained in this Article 11 and except where approval of the Partners is specifically provided for elsewhere in this Agreement, without the approval or written Consent of each of the Partners adversely affected thereby, no amendment shall cause the Partnership or any Series to become a general partnership, alter in an adverse manner the liability of any Partner, change the term of the Partnership or any Series or the Partnership Year or Series Year, alter in an adverse manner any Partner's percentage interest in Profits and Losses or distributions or payment of Management Fees or alter in an adverse manner the provisions of this Article 11. The Partnership General Partner or a Series General Partner, as applicable, shall give written notice to all Partners of all Series or that Series, as the case may be, promptly after any amendment has become effective, other than amendments solely for the purpose of the admission of Additional Limited Partners or substituted Limited Partners in accordance with this Agreement.

Notwithstanding any other provision in this Agreement to the contrary, amendments to this Agreement or to any LPA Series Appendix that do not adversely affect the rights of a Limited Partner of a Series or the Partnership, as applicable, in any material respect may be made by the Partnership General Partner or the Series General Partner, as applicable, without the consent of any other Limited Partner of such Series or the Partnership if those amendments are (a) to cure any ambiguity, to correct or supplement any provision in this Agreement or any LPA Series Appendix that may be inconsistent with any other provision in this Agreement or such LPA Series Appendix or to make any other provisions with respect to matters or questions arising under this Agreement or any LPA Series Appendix that is not inconsistent with the provisions of this Agreement or such LPA Series Appendix, (b) for the purpose of admitting Additional Limited Partners or Substituted Limited Partners as permitted by this Agreement, (c) necessary to maintain the Partnership's or any Series' status as a partnership for tax purposes, (d) necessary to preserve the validity of any and all allocations of Partnership and Series income, gain, loss or deduction, (e) to add, delete or modify any provision of this Agreement or any LPA Series Appendix required to be so added, deleted or modified by any governmental agency, which addition, deletion or modification is considered by such agency or official to be for the benefit or protection of the Limited Partners or which the applicable General Partner determines to be necessary or advisable to comply with any Federal or state law or regulation applicable to the Partnership or the applicable General Partner, including the Advisers Act, (f) to reduce the Performance Distribution Percentage in respect of any Series, or (g) contemplated by this Agreement.

ARTICLE 12

MEETINGS OF THE PARTNERS

12.1 Meetings. Meetings of the Limited Partners of a Series may be called by the Series General Partner from time to time, in its discretion. Meetings of the Limited Partners of the Partnership may be called by the Partnership General Partner from time to time, in its discretion. Notice of any such meeting shall be delivered to all Partners of such Series or the Partnership, as the case may be, in the manner prescribed in Article 14 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 at the principal office of the Series or the Partnership, as applicable, by telephone or at such other place as may be designated by the Series General Partner or the Partnership General Partner, as applicable. At each meeting of the Limited Partners of a Series or the Partnership, the Series General Partner, or the Partnership General Partner, as the case may be, shall adopt such rules for the conduct of such meeting as it shall deem appropriate. The expenses of any such meeting of the Limited Partners of a Series, including the cost of providing notice thereof (but not the travel costs and expenses of Partners and their representatives), shall be borne by that Series; provided, however, that any travel costs and related expenses of the Partners and their representatives shall be borne by such Partners and their representatives. The expenses of any such meeting of the Limited Partners of the Partnership, including the cost of providing notice thereof (but not the travel costs and expenses of Partners and their representatives), shall be borne by the Partnership and allocated among the Series in an equitable manner.

12.2 Proxy. Each Limited Partner of a Series or all Series, as applicable may authorize any Person or Persons to act for such Partner by proxy in all matters in which such Partner is entitled to participate. Every proxy must be signed by the Limited Partner or its attorney-in-fact (other than the Partnership General Partner and the Series General Partner). No proxy shall be valid after the expiration of six (6) months from the date thereof. Every proxy shall be revocable by the Partner executing it.

12.3 Written Consents. Whenever Limited Partners of the Partnership or a Series 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 of the Partnership or such Series, as applicable, 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 of such Series or all Series, as applicable. Notice of any action so taken by written Consent shall be given by the Partnership General Partner to all Partners or by the General Partner of the affected Series to the Partners of such Series, as applicable, in the manner prescribed in Article 14, promptly after the taking of such action. Any written Consent taken pursuant to this Section 12.2 may be done through the use of electronic transmission.

ARTICLE 13

CONFIDENTIALITY

13.1 Confidential Information. Except as provided in Section 13.2, each Limited Partner of the Partnership or a Series shall (and each such Limited Partner shall procure that its Authorized Representatives shall) maintain the confidentiality of, and shall not disclose, any Confidential Information.

13.2 Disclosure of Information.

A) A Limited Partner of the Partnership or a Series may disclose Confidential Information:

(i) which relates to the tax treatment or tax structure of the Partnership, any Series or any Alternative Investment Vehicle or any of their transactions or has been provided to such Partner in connection with such tax treatment or tax structure to the extent reasonably necessary to enable such Limited Partner to comply with applicable law;

(ii) to any owners, employees, agents, directors, officers, auditors, advisers, creditors or representatives of such Partner or any Person with whom it may enter any transfer, participation or other agreement that relates to such Limited Partner's Interest in the Partnership or any Series, as applicable, if the disclosure is necessary for the proper conduct of their duties (each, an "**Authorized Representative**") and provided that the receiving party is bound by the same confidentiality obligations as are contained in this Article 13;

(iii) which is in the public domain at the time of the proposed disclosure or subsequently other than through a breach of this Article 13;

(iv) which otherwise is or becomes legally known to the disclosing Partner other than through a breach of this Article 13 or in connection with the Partnership's, a Series' or an Alternative Investment Vehicle's operations;

(v) if such disclosure is, in the reasonable belief of such Partner, based on regulation and legal process or the opinion of counsel (including, for the purposes of this Section 13.2A)(v), in-house counsel of such Partner), required by law, by a court of law or by any regulatory authority (or taxing or other authority competent to impose, administer or collect any taxes), including any freedom of information laws or regulations;

(vi) if such disclosure is in connection with any litigation or other proceeding between any Limited Partner, on the one hand, and the Investment Adviser or any General Partner, on the other hand, and is necessary to enforce rights in connection with the Partnership or a relevant Series; or

(vii) with the advance written consent of the applicable General Partner.

B) Before making any disclosure of Confidential Information required by law the disclosing Partner must, to the extent permitted by law, use reasonable commercial efforts to notify the applicable General Partner and reasonably cooperate with such General Partner regarding the timing and content of such disclosure and any action which such General Partner may reasonably wish to take to challenge the validity of such requirement. In the event disclosure of Confidential Information relating to a Limited Partner is requested by a regulatory body, the Partnership, the applicable Series, the Investment Adviser, and the applicable General Partner will use good faith efforts to minimize the amount of information disclosed in compliance with such request.

C) Notwithstanding any provision in Section 13.1 or this 13.2 to the contrary, the applicable General Partner agrees that each Limited Partner of such Series or the Partnership that (i) itself is a fund having reporting obligations to its investors; and (ii) has, prior to the closing of its subscription for an Interest in such Series, notified such General Partner in writing that it is electing the benefits of this Section 13.2C), in order to satisfy each of its respective reporting obligations, may provide the following information to its investors regarding the Partnership, any

Series, any Alternative Investment Vehicles and any Investments: (A) the cost of the Investments; (B) a description of the Investments; and (C) a brief description of the investment strategy and guidelines of the Partnership and such Series. Notwithstanding the foregoing, in no event may any such Limited Partner disclose any other Confidential Information without the prior written consent of the Partnership General Partner or Series General Partner, as applicable, which consent may be given or withheld in the discretion of such General Partner.

D) Notwithstanding any provision of this Agreement to the contrary, the applicable General Partner may withhold disclosure of Confidential Information (other than this Agreement or any tax reports) to a Limited Partner if such General Partner reasonably determines that the disclosure of such Confidential Information to such Limited Partner may result in the general public gaining access to such Confidential Information. Such General Partner may, in its discretion, agree to amend, alter, or modify the obligations of any Limited Partner under this Article 13.

ARTICLE 14

NOTICES

14.1 Notices. All notices, approvals, consents, and other communications required or permitted hereunder (collectively "**notices**") shall be in writing, duly signed by the party giving such notice, and shall be delivered, sent by facsimile or e-mail, or other electronic means, or mailed by registered or certified mail, as follows:

A) If given to the Partnership, in care of the Partnership General Partner at that General Partner's principal office set forth in Section 2.5;

B) If given to a Series, in care of the Series General Partner at that General Partner's principal office set forth in Section 2.5;

C) If given to the Series General Partner, at its principal office address set forth in Section 2.5, in the applicable LPA Series Appendix or at such other physical or email address the Series General Partner hereafter designates by notice to the Limited Partners of that Series; or

D) If given to any Limited Partner of a Series, at the physical or email address such Partner designates in the Subscription Materials, or at such other address(es) such Partner hereafter designates by notice to that Series.

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 receipt of return acknowledgment by facsimile transmission, when given by facsimile transmission, (iv) on the third day after being sent by registered or certified mail, postage prepaid, return receipt requested or (v) when sent, in the case of email or other means of electronic delivery.

14.2 Routine Communications. Notwithstanding the provisions of Section 14.1, routine communications such as distribution checks or financial statements of the Partnership or any Series may be sent by first-class mail, postage prepaid; provided, however, that, if the Limited Partner of

a Series provides to the Series General Partner sufficient instructions prior to the time of any distribution, the cash distribution shall be sent to such Partner by wire transfer of immediately available funds unless made in kind.

ARTICLE 15

GENERAL PROVISIONS

15.1 Waiver. No course of dealing or omission or delay on the part of any party hereto in asserting or exercising any right hereunder shall constitute or operate as a waiver of any such right. No waiver of any provision hereof shall be effective, unless in writing and signed by or on behalf of the party to be charged therewith. No waiver shall be deemed a continuing waiver or waiver in respect of any other or subsequent breach or default, unless expressly so stated in writing.

15.2 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 federal law.

15.3 Remedies. The parties hereto acknowledge and agree that, in the event of an actual or prospective breach or default by any party hereto, the other party or parties may not have an adequate remedy at law. Accordingly, in the event of any such actual or prospective breach or default by any party, the other party or parties shall be entitled to such equitable relief, including remedies in the nature of injunction and specific performance, as may be available to restrain any Person from causing or participating in any such actual or prospective breach or default. All remedies hereunder are cumulative and not exclusive, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for such actual or prospective breach or default, including the recovery of damages.

15.4 Severability. The parties hereto intend that each provision hereof constitutes a separate agreement between and among them. Accordingly, the provisions hereof are severable and, if any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision shall be deemed, without further action on the part of the parties hereto, amended and limited to the extent necessary to render the same valid and enforceable.

15.5 Counterparts. This Agreement may be executed in counterparts (whether original or facsimile counterparts), each of which shall be deemed an original and which together shall constitute one and the same instrument.

15.6 Further Assurances. Each party hereto covenants and agrees promptly to execute, deliver, file or record such agreements, instruments, certificates and other documents as are necessary or required to preserve the limited partnership status of the Partnership and, in accordance therewith, to do and perform such other and further acts and things as any other party hereto may reasonably request.

15.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not intended, and shall not be deemed, to create or confer any right or interest for the benefit of any Person not a party hereto; provided, however, that each Covered Person is a third-party beneficiary of Section 6.4.

15.8 Titles and Captions. The titles and captions of the Articles and Sections of this Agreement are for convenience of reference only and do not in any way define or interpret the intent of the parties or modify or otherwise affect any of the provisions hereof.

15.9 Grammatical Conventions. Whenever the context so requires, each pronoun or verb used herein shall be construed in the singular or the plural sense depending on the number of its antecedent noun or subject, and each pronoun used herein shall be construed in the masculine, feminine or neuter sense depending on the gender of its antecedent noun.

15.10 References. The terms "herein," "hereto," "hereof," "hereby," and "hereunder," and other terms of similar import, refer to this Agreement as a whole, and not to any Article, Section, or other part hereof.

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

A) Wilson Sonsini Goodrich & Rosati P.C. has been retained by the Partnership General Partner and all Series General Partners in connection with the formation of the Partnership and any Series and the offering of Interests in any Series and in such capacity has provided legal services to the General Partners and the Investment Adviser. Each of such General Partners and the Investment Adviser expects to retain Wilson Sonsini Goodrich & Rosati P.C. in connection with any legal issues arising from the management and operation of the Partnership and any Series.

B) Wilson Sonsini Goodrich & Rosati P.C. does not and will not represent the Limited Partners in connection with the formation of the Partnership or any Series, the offering of Interests in any Series, the management and operation of any Series, or any dispute that may arise between such Partners of a Series on the one hand and the General Partner or the Investment Adviser on the other (the "**Partnership Legal Matters**").

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

D) Each Limited Partner hereby agrees that Wilson Sonsini Goodrich & Rosati P.C. may represent the General Partners, the Investment Adviser, the Partnership, or any Series in connection with any and all Partnership Legal Matters (including any dispute between or among any General Partner, the Investment Adviser, the Partnership, any Series and one or more Limited Partners) and waives any conflict of interest in connection with the foregoing representation.

15.12 Entire Agreement. This Agreement, including each relevant LPA Series Appendix, together with the relevant Subscription Materials and any other written agreement between the General Partner, on behalf of the Partnership, and any Limited Partner, shall constitute the entire agreement and understanding among all the parties hereto with respect to the subject matter hereof.

The parties hereto acknowledge that, notwithstanding any other provision of this Agreement (including Article 11), it is hereby acknowledged and agreed that the General Partner of any Series, on its own behalf or on behalf of such Series and without the approval of any other 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 altering or supplementing the terms of, this Agreement, the relevant LPA Series Appendix or any Subscription Materials (each, a "**Side Letter**"). The parties hereto agree that any terms contained in a separate Side Letter to or with a Partner or prospective Partner shall govern with respect to such Partner or prospective Partner notwithstanding the provisions of this Agreement or of any Subscription Materials.

15.13 Waiver of Partition. Each Partner hereby irrevocably waives, during the term of the Partnership or any relevant Series, any right that he may have to maintain any action for partition with respect to any Partnership property or Series property, as the case may be.

15.14 Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included (unless it is a Saturday, Sunday or a day on which banks are closed in London, England), in which event the period shall run until the end of the next Business Day.

15.15 Dispute Resolution. Each Partner hereby agrees and acknowledges that:

A) Except as otherwise specifically provided in this Agreement, as otherwise required by a non-waivable provision of applicable law, or as otherwise agreed by the General Partner, any controversy, claim or other dispute arising out of or relating to this Agreement or any LPA Series Appendix (including any dispute relating to the validity, scope or enforceability of this Section 15.15, the marketing or issuance of interests in the Partnership or any Series, or the admission of any Partner) shall be resolved exclusively by confidential binding arbitration by a single arbitrator with substantial experience in resolving disputes regarding investment fund contracts. The Partners expressly acknowledge that, under the preceding sentence, they are, to the fullest extent permitted by law and except as otherwise agreed to in writing with the General Partner, waiving their right to a jury trial with regard to all matters for which arbitration is required. The arbitration shall be conducted in accordance with the rules of JAMS (f/k/a Judicial Arbitration and Mediation Services, Inc., www.jamsadr.com), and judgment upon an award arising in connection therewith 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 or any LPA Series Appendix shall be held in London, United Kingdom or, if such proceeding cannot be lawfully held in such location, as near thereto as applicable law permits. The resolution of any controversy or claim described in this Section 15.15 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 the Series and otherwise minimizes disruption to the operations of the Partnership and/or such Series, as applicable.

B) Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of JAMS and the

arbitrator; provided, however, the arbitrator shall be authorized to determine whether a party is substantially the prevailing party, and if so, to award to that substantially prevailing party reimbursement for its reasonable attorneys' fees, costs, and disbursements (including, without limitation, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of JAMS and the arbitrator.

C) The parties further agree that they may bring claims only in their individual capacity and not as a plaintiff or class representative in a purported class, collective or representative basis in court or in arbitration. The arbitrator may not consolidate more than one Person's claims, may not otherwise preside over any form of a class, collective or representative proceeding, and may not award class-wide relief. This provision is material and is a condition of the agreement to arbitrate in this Section 15.15. In the event that a determination is made that this class action waiver is void or unenforceable for any reason, the parties agree that the agreement to arbitrate disputes will be null and void.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Amended and Restated Limited Partnership Agreement, either directly or by an attorney-in-fact, as of the date first above written.

GENERAL PARTNER OF PARTNERSHIP:

SCREENCRIB PLATFORM GP, LP

By: Screencrib Holdings LLC, as General Partner to Screencrib Platform GP, LP

By: Screencrib Limited, as sole member of Screencrib Holdings LLC

By: _____
Name: Ruby Walden
Title: Director
Address: Unit 416, 37 Cremer Street, London, E2 8HD, United Kingdom

INITIAL LIMITED PARTNER OF PARTNERSHIP:

SCREENCRIB LIMITED

By:_____
Name: Ruby Walden
Title: Director

GENERAL PARTNER OF EACH SERIES:

SCREENCRIB PLATFORM GP, LP

By: Screencrib Holdings LLC, as General Partner to Screencrib Platform GP, LP

By: Screencrib Limited, as sole member of Screencrib Holdings LLC

By: _____
Name: Ruby Walden
Title: Director
Address: 37 Cremer Street, Unit 416, London E2 8HD, United Kingdom

EACH LIMITED PARTNER OF EACH SERIES:

BY: SCREENCRIB PLATFORM GP, LP, as attorney-in-fact

By: Screencrib Holdings LLC, as General Partner to Screencrib Platform GP, LP

By: Screencrib Limited, as sole member of Screencrib Holdings LLC

By: _____
Name: Ruby Walden
Title: Director

LPA SERIES APPENDIX[1]

SCREENCRIB PLATFORM LP – THE LAST SWIM FILM

*This LPA Series Appendix is an appendix to the Amended and Restated Limited Partnership Agreement (the "**Agreement**") of Screencrib Platform LP (the "**Partnership**"). All capitalized terms used without definition in this LPA Series Appendix have the meanings provided in the Agreement.*

General Partner	Screencrib Platform GP, LP (the "**General Partner**")
Investment Adviser	Screencrib Advisors LLC
Name of Series	**The Last Swim Film, a series of Screencrib Platform LP**
Tax Classification of Series	Partnership
ProjectCo	**The Last Swim Film**
Project	**The Last Swim Film – A Feature Film by Sasha Nathwani** Synopsis - "Diagnosed with a life-changing condition, an ambitious and complex Iranian teen from London considers suicide. Will an eventful summer's day with her friends be the final icing on the cake, or will it give her the drive to survive?"
Currency	GBP
Initial Term	**10 years**
Name of Rights Holder	**SCREENCRIB**
Rights Held by Rights Holder in Project Co	**Non-Voting Rights.** **£175,000 worth of investment.** **% of the film.**
Management Fee Percentage	**7.5%**

Fee and Expense Period	10 years following the date of the initial Closing of the Series
Payment Schedule for Management Fee	At the time of the Initial Funds Release for a Series, and through the first day of the last quarter prior to the second anniversary of the Initial Funds Release, the Investment Adviser shall be paid on the first day of each quarter an amount equal to .5% of the balance of a Limited Partner's Capital Account in such Series on the date of the Closing of the Series, as advance payment for management services over such quarter. Starting on the second anniversary of the Initial Funds Release, the Management Fee shall be paid in an amount, measured against the balance of a Limited Partner's Capital Account in such Series on the date of the Closing of the Series, equal to .25% of such balance on the first day of each of the next four quarters, as advance payment for management services over each quarter of the third year of such Series. No Management Fee shall be charged starting on the third anniversary of the Closing.
Performance Distribution Percentage	**7.5 %**
Anticipated Closing Date(s)	**January 2024**
Anticipated Date and Amount of Initial Funds Release	**January 2024** and **£188,125.00**
Minimum Investment Commitment	**£37,625**
Expense Commitment	**An amount equal to 7.5% of each Limited Partner's Investment Commitment**

In accordance with Section 2.8 of the Agreement, the General Partner of the Partnership hereby establishes The Last Swim Film, as a Series of the Partnership with the terms as set forth in the Agreement and this Series Appendix.

GENERAL PARTNER OF THE PARTNERSHIP:

SCREENCRIB PLATFORM GP, LP

By: Screencrib Holdings LLC, as General Partner to the Screencrib Platform GP, LP

By: Screencrib Limited, as sole member of Screencrib Holdings LLC

By: Ruby Walden
Name: Ruby Walden
Title: Director
Address: 37 Cremer Street, Unit 416, London E2 8HD, United Kingdom