

DATED 21 FEBRUARY 2025

**(1) IHI ACTION GP LLC
(2) IHI ACTION LP**

INITIAL LIMITED PARTNERSHIP AGREEMENT OF GILDED TRIUMVIRATE LP



Walkers, 171 Main Street, PO Box 92
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REF: MC/ORP/I2387-B14103

THIS LIMITED PARTNERSHIP AGREEMENT is made on 21 February 2025

BETWEEN

- (1) **IHI ACTION GP LLC**, a limited liability company formed under the laws of Delaware whose registered office is at 251 Little Falls Drive, Wilmington, DE 19808, United States of America (the "**Initial General Partner**"); and
- (2) **IHI ACTION LP**, a British Virgin Islands limited partnership and whose registered office is at 171 Main Street, Road Town, Tortola, British Virgin Islands, VG1110 as initial limited partner (the "**Initial Limited Partner**").

WHEREAS

The Initial General Partner and the Initial Limited Partner wish to form a limited partnership pursuant to and in accordance with the Act.

1. Definitions

- 1.1 Except as otherwise specified in this Agreement (as defined below), the following terms have the meanings specified for them in this clause:

"**Act**" means the Limited Partnership Act, 2017 of the British Virgin Islands as may from time to time be amended, and includes any regulations made thereunder from time to time.

"**Agreement**" means this limited partnership agreement as from time to time amended.

"**General Partner**" means the Initial General Partner and any person who, from time to time, is admitted to the Limited Partnership as a general partner.

"**Limited Partner**" means the Initial Limited Partner and any person who, from time to time, is admitted to the Limited Partnership as a limited partner.

"**Partners**" means the General Partner and the Limited Partner collectively (and each, a "**Partner**").

IT IS AGREED

2. THE PARTNERSHIP

- 2.1 The Initial General Partner and the Initial Limited Partner hereby agree to form GILDED TRIUMVIRATE LP as a limited partnership (the "**Limited Partnership**") under the Act, with effect from the date of registration of the Limited Partnership with the Registrar pursuant to section 9 of the Act (the "**Effective Date**").
- 2.2 The Partners are bound by this Agreement.

3. NAME

- 3.1 The name of the Limited Partnership is GILDED TRIUMVIRATE LP, as specified in the statement referred to in section 8(2)(a)(i) of the Act.

4. REGISTERED AGENT

- 4.1 The first registered agent of the Limited Partnership is Walkers Corporate (BVI) Limited as specified in the statement referred to in section 8 (2)(a)(iii) of the Act.

5. REGISTERED OFFICE

- 5.1 The registered office of the Limited Partnership is 171 Main Street, PO Box 92, Road Town, Tortola, British Virgin Islands, VG 1110 as specified in the statement referred to in section 8(2)(a)(ii) of the Act.

6. CONSENT OF THE INITIAL GENERAL PARTNER AND THE INITIAL LIMITED PARTNER

- 6.1 In accordance with section 6 of the Act, the Initial General Partner hereby consents to be a general partner of the Limited Partnership and the Initial Limited Partner hereby consents to be a limited partner of the Limited Partnership.

7. EXCLUSION OF THE MODEL AGREEMENT

- 7.1 The model agreement referred to in section 7(2) of the Act shall not apply to the Limited Partnership and is hereby excluded by the Partners.

8. PURPOSE

- 8.1 The Limited Partnership is formed for the purpose of carrying on any lawful business or activity for which limited partnerships may be formed under the Act.

9. PARTNERS

- 9.1 The names and addresses of the Initial General Partner and the Initial Limited Partner are as described above.

10. POWERS AND LIABILITY

- 10.1 The General Partner shall undertake and shall have exclusive responsibility for the management, operation and administration of the Limited Partnership and its business and affairs. In fulfilling such obligations, the General Partner may employ independent contractors or agents.

- 10.2 The General Partner shall:

- (a) have the power and authority to do all things necessary to carry out the purposes of the Limited Partnership;
- (b) devote as much of its time and attention thereto as shall reasonably be required for the management, operation and administration of the business of the Limited Partnership;
- (c) ensure that all filings and registrations required in relation to the Limited Partnership pursuant to the Act are made; and
- (d) operate the Limited Partnership in accordance with this Agreement and the Act.

- 10.3 Subject to section 35 of the Act, a Limited Partner shall take no part in the management, operation and administration of the business and affairs of the Limited Partnership, and shall have no right or authority to act for the Limited Partnership or to take any part in the management, operation and administration of the Limited Partnership or to vote on matters relating to the Limited Partnership other than as provided in the Act or this Agreement.

- 10.4 Notwithstanding any other provision in this Agreement, the General Partner, from time to time and in its sole and absolute discretion, may admit one or more additional persons to the Limited Partnership as limited partners.

- 10.5 Without limiting the foregoing and subject to the Act, the General Partner shall have the power, for and on behalf of the Limited Partnership, to incur indebtedness, grant guarantees and grant

security interests in respect of any assets of the Limited Partnership and shall have the power to grant security interests in respect of the General Partner's contractual rights under this Agreement (including, without limitation, its rights in respect of the capital contributions by partners). In the event that the Limited Partnership is unable to pay its debts or liabilities, the liability of each Limited Partner for the Limited Partnership's liabilities shall be limited to the amount of its capital contributed or the amount required to be contributed to the Limited Partnership in accordance with this Agreement or as required to be contributed by the Act. The General Partner shall be liable on an unlimited basis for all of the Limited Partnership's debts and liabilities as if a partner in a partnership without limited partners.

- 10.6 A continuing General Partner shall have the right to continue the business of the Limited Partnership with partnership property on the death, retirement, bankruptcy or incapacity of a General Partner.

11. TERM

- 11.1 The Limited Partnership shall continue in existence until:

- (a) such time as the General Partner and all the Limited Partners agree in writing to terminate the Limited Partnership; or
- (b) the Limited Partnership is terminated in accordance with the Act.

12. CAPITAL COMMITMENT

- 12.1 The General Partner of the Limited Partnership has agreed to contribute up to US\$1,000.00, in cash or other property, to the Limited Partnership. The Initial Limited Partner of the Limited Partnership has agreed to contribute up to US\$1.00, in cash or other property, to the Limited Partnership.

13. CONTRIBUTIONS

- 13.1 Each Partner shall make such additional capital contributions to the Limited Partnership of such amounts and at such times as each such Partner and the General Partner shall mutually agree from time to time.

14. ALLOCATIONS OF PROFITS AND LOSSES

- 14.1 The Limited Partnership's profits and losses shall be allocated pro rata in accordance with the Partners' respective interests in the Limited Partnership determined by reference to their respective capital account balances from time to time, provided always that nothing in this provision shall have effect to impose or otherwise place any liability on any Limited Partner for the debts or obligations of the Limited Partnership.

15. DISTRIBUTIONS

- 15.1 At the time or times determined by the General Partner, the General Partner shall cause the Limited Partnership to distribute any assets of the Limited Partnership that it does not, in its discretion, consider to be necessary to the operation of the Limited Partnership. Any distribution pursuant to this clause shall be made to the Partners pro rata in accordance with the Partners' respective interests in the Limited Partnership determined by reference to their capital account balances from time to time.

16. BOOKS AND RECORDS

- 16.1 The General Partner shall keep and maintain or cause to be kept and maintained the registers, books and records required to be maintained by the Act.

- 16.2 To the extent that the registers or records are not maintained at the office of the registered agent of the Limited Partnership, the General Partner shall:
- (a) cause copies of the registers of general partners and limited partners to be maintained at the office of the registered agent of the Limited Partnership;
 - (b) provide the registered agent of the Limited Partnership with a written record of the physical address of the place at which the records and underlying documents are kept; and
 - (c) notify the registered agent of the Limited Partnership of any change to the register of general partners, the register of limited partners or the physical address of the place at which the records and underlying documents are kept within 14 days of such change and, in the case of the registers, provide a copy of the updated register as soon as reasonably practicable.

17. TRANSFER, ASSIGNMENT ETC OF PARTNERSHIP INTEREST

- 17.1 A Limited Partner may assign, transfer, grant a security interest over or otherwise dispose of all or any part of its partnership interest in the Limited Partnership only with the consent of the General Partner (which consent may be given or withheld in the General Partner's sole discretion) and any permitted transferee of a partnership interest shall be admitted as a substitute partner.
- 17.2 Each Limited Partner consents in advance to the General Partner transferring all or any part of its general partnership interest in the Limited Partnership and upon such a transfer all rights and obligations of the General Partner shall, to the maximum extent permitted by the Act, transfer to the incoming general partner without requirement for further formalities.

18. AMENDMENTS TO AGREEMENT

- 18.1 The terms and provisions of this Agreement may be modified or amended at any time and from time to time with the written consent of all of the Partners for the time being.

19. WITHDRAWAL

- 19.1 In no circumstances will any Limited Partner be permitted to withdraw from the Limited Partnership, or to withdraw any part of its capital account without the consent of the General Partner.

20. NOTICES

- 20.1 All notices provided for under this Agreement shall be in writing and shall be sufficient if sent by courier or delivered by hand to the relevant party's registered office address.

21. COUNTERPARTS

- 21.1 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

22. GOVERNING LAW

- 22.1 This Agreement and the rights and obligations of the Partners shall be governed by and construed in accordance with the laws of the British Virgin Islands.

23. JURISDICTION

- 23.1 The Partners agree that the courts of the British Virgin Islands shall have non-exclusive jurisdiction to hear and determine any action or proceeding arising out of or in connection with this Agreement and for that purpose each party irrevocably submits to the jurisdiction of the courts of the British Virgin Islands and agrees that the process by which any such action or proceeding is begun may be served on it by being delivered in accordance with the Notice provisions of this Agreement.

IN WITNESS whereof this Agreement has been entered into by the parties on the day and year first above written.

SIGNED for and on behalf of **IHI ACTION GP LLC** by:)



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Duly Authorised Signatory

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Name: Clinton Fenech

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Title: Authorized Signatory

SIGNED for and on behalf of **IHI ACTION LP** by:)



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Name: Simon Naudi

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Title: Authorized Signatory