

LIMITED PARTNERSHIP AGREEMENT

OF

LATAM FINTECH LENDING SPV-1, LP

A DELAWARE

LIMITED PARTNERSHIP

DATED

May 17th, 2024

LEGALNOVA*

**14331 SW 120 ST, SUITE 101
MIAMI, FL 33186**

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THIS LIMITED PARTNERSHIP AGREEMENT OR THE LIMITED PARTNERSHIP INTERESTS PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT"), AND THE PARTNERSHIP IS UNDER NO OBLIGATION TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT IN THE FUTURE.

THE INTERESTS MAY BE ACQUIRED FOR INVESTMENT ONLY. NEITHER THE INTERESTS NOR ANY PART THEREOF MAY BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH: (I) THE U.S. SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS AND ANY OTHER APPLICABLE SECURITIES LAWS AND (II) THE TERMS AND CONDITIONS OF THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP. THE INTERESTS WILL NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS LIMITED PARTNERSHIP AGREEMENT. THEREFORE, EACH ACQUIROR (US OR NON-US INVESTORS) OF AN INTEREST MUST BE PREPARED TO BEAR THE RISK OF INVESTMENT THEREIN AND FOR AN INDEFINITE PERIOD OF TIME.

THE SALE, ASSIGNMENT, TRANSFER, PLEDGE OR OTHER DISPOSITION BY A LIMITED PARTNER OF ALL OR ANY PART OF ITS INTEREST IN THE PARTNERSHIP AND THE SUBSTITUTION OF LISTED PARTNERS ARE SUBJECT TO RESTRICTIONS SET FORTH IN THIS PARTNERSHIP AGREEMENT.

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RAPICREDIT LATAM FINTECH LENDING SPV-1, LP

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT (including any attachments, exhibits or amendments hereto (the “**Agreement**”), of **LATAM FINTECH LENDING SPV-1, LP** (the “**Partnership**”) is made and entered into by **THRIVE GENERAL PARTNER, LLC**, limited liability company incorporated under the laws of the State of Delaware, (the “**General Partner**”) and each undersigned (the “**Limited Partners**”) executing this agreement as of **May 17th, 2024**. (the “**Commencement Date**”)

The **General Partner** and the **Limited Partners** are hereinafter jointly referred to as the “**Parties**”.

RECITALS:

WHEREAS, the Parties wish to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, as amended (the “**Act**”), the FACTA and the rules and regulations thereunder, which shall serve as the legal form of the Parties limited partnership; and

WHEREAS, this Agreement shall establish the terms and conditions of the limited partnership between the Parties and their respective rights and duties under the limited partnership.

WHEREAS, **LATAM FINTECH LENDING SPV-1, LP** is a limited partnership formed under the laws of the state of Delaware. The Company lends to fintechs and lending originators, offering the opportunity to own fractions of an investment fund that will generate income outside the United States (the Units). The company's fundamental mission is to finance fintechs who develop products and services that promote financial inclusion and access to credit for underbanked or underserved individuals especially in Latam, as well as micro, small and medium-sized enterprises (MSMEs) through the developing, managing and operating electronic platforms and offering of products and services supported by information and communication technologies ICT, which help reduce the gap between those who have access to credit and those who do not.

WHEREAS, The Partnership's dedication is directed towards the promotion of financial inclusion by facilitating the access to loans to fintechs targeting individuals and companies (provide credit solutions). Investment amounts are entirely flexible, allowing individuals to tailor them according to their personal preferences and financial objectives. Through the partnership, investors gain access to a share of the rental income generated by these assets via the facilitated Unitization processes of operational activities.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

1. DEFINITIONS

- 1.1. The capitalized terms and expressions used and not otherwise defined in this Agreement have the meanings given to such terms and expressions found in Exhibit A.

ARTICLE II

2. GENERAL PROVISIONS

- 2.1. **Formation.** The **Parties** hereby enter into a limited partnership, hereinafter referred to as the "Fund" or "Partnership", in accordance with the Act and by filing the limited partnership certificate of formation of the Fund with the Delaware Secretary of State.
- 2.2. **Name.** The Partnership is officially named "**LATAM FINTECH LENDING SPV-1, LP**". Following the conclusion of the **Partnership** and the completion of its affairs, all rights to utilize the **Partnership's** name and any positive reputation associated with it will be transferred to the **General Partner**. The **General Partner** is granted the permission to use the name "**LATAM FINTECH LENDING SPV-1, LP**" alongside its own name and the names of any present or future affiliates. This includes the use of these names in connection with subsequent funds or affiliated entities established in the future, regardless of whether the **Partnership** has been concluded. It is explicitly stated that the **Partnership's** name should never incorporate the name of any **Limited Partner** without obtaining the prior written consent of that specific **Limited Partner**.
- 2.3. **Address.** The main office of the **Partnership** will be situated at The registered office of the **Partnership** will be at 14331 SW 120 ST, SUITE 101 MIAMI, FL 33186 and the email thrivecapital@mitraxcapital.com. The **General Partner** reserves the right to relocate the principal and registered offices of the Partnership to alternative locations within the United States. Additionally, the **General Partner** has the authority to alter the designated registered agent of the **Partnership**, and such changes will be communicated through written notice to the other **Limited Partners**.
- 2.4. **Purpose and Powers.** The **Partnership** is authorized to sell **Units** that are issued for the distribution among the **Limited Partners**, as outlined in this **Agreement**. Furthermore, the **Partnership** is authorized to participate in any lawful activities for which limited partnerships can be established in accordance with the laws of the State of Delaware.
- 2.5. **Certificate of Limited Partnership.** The **General Partner** is responsible for submitting the **Certificate of Limited Partnership**, along with any necessary amendments, to the relevant public authorities for official recording. Additionally, if deemed necessary, the **General Partner** will ensure the publication of the **Certificate of Limited Partnership**.

- 2.6. Purchase of Units.** Following the Capital Contributions Conditions, the **Partnership** will offer **Limited Partners** the opportunity to acquire a minimum amount of **Units** equal to USD\$30,000 during the Commitment Period. The total amount of **Units** is equivalent in value to 100% of the total Capital Contributions from the **Limited Partners** and 100% of the **Limited Units** of the **Partnership**, as detailed below. Each **Unit** is valued at one dollar (\$1.00) and symbolizes one (1) unit of **Limited Unit**.
- 2.7. Term.** The **Partnership** will attempt to sell the **Units** during an offering period commencing on the date of the Memorandum and expiring on the earlier to occur of (i) the date on which the Maximum Amount has been subscribed for and accepted by the **Partnership** or (ii) December 31th, 2025, unless extended by the **Partnership**, in its sole discretion, in writing (such period being hereinafter referred to as the "Offering Period").
- 2.8. Currency.** All resources managed in the **Partnership** and accounts of the **Limited Partners** or the **Partnership** shall be prepared and maintained in **US Dollars**.
- 2.9. Overall Restriction.** Despite any conflicting provisions within this **Agreement**, if any provision, purpose, or procedure outlined herein is or becomes deemed to violate any state or federal statute or regulation, that specific provision, purpose, or procedure will be regarded as null and void. However, it is important to note that the remaining provisions, purposes, and procedures within this **Agreement** will remain valid and enforceable. The validity and enforceability of the unaffected portions will persist as if the invalidated sections were never part of this **Agreement**.

ARTICLE III

3. GENERAL PARTNER

- 3.1. Name.** The **General Partner** or General Partners name is set forth in **Exhibit B**.
- 3.2. Address.** The **General Partner** or General Partners address is set forth in **Exhibit B**.
- 3.3. Subscription.** **General Partner** shall revise **Exhibit B** from time to time, without the consent of any other **Partner**, to reflect any changes in the Subscription of the General Partner made in accordance with this **Agreement**, and no such revision shall constitute an amendment of this **Agreement**.
- 3.4. Management and Control of the Partnership.** The management, policies, and control of the **Partnership**, including, but not limited to, making **Partnership** investments, actively managing and monitoring the **Partnership's** investment portfolio, and providing office facilities and administrative services to the **Partnership**, shall be vested exclusively in the **General Partner**, who may delegate them to the **Fund Manager** or third party without the consent of the **Limited Partners**. The **General Partner** is authorized and directed on behalf and in the name of the **Partnership**, to carry out and accomplish its purposes and functions, and to execute any and all agreements on behalf of the **Partnership**. The **General Partner** shall have the exclusive power to negotiate, execute and, from time to

time, amend any and all agreements affecting the **Partnership** on behalf of and in the name of the **Partnership**, without the consent of the **Limited Partners**.

The managing activities of the **Fund Manager** shall be appointed by the **General Partner**, according to its criteria and necessities identified for the Fund. For that, a management agreement shall be entered between the **General Partner** and the **Fund Manager**.

- 3.5. Powers.** Unless stated otherwise explicitly in this document, the **General Partner** shall have the power on behalf and in the name of the **Partnership** to implement any and all of the objectives of the **Partnership**, including the Suspension of Investments, and to exercise any and all rights and powers the **Partnership** may possess, including without limitation the power to cause the **Partnership** to make any elections available to the **Partnership** under applicable tax or other laws. The **General Partner** shall provide any **Limited Partner** with a complete and accurate copy of the Register upon request, and if updated or amended, at the end quarter in which it was updated or amended.
- 3.6. Other Activities.** Any **Partner** is free to participate in or hold stakes in other business ventures, regardless of the presence of this **Agreement**. This applies whether they engage in these ventures independently or in collaboration with others. Neither the **Partnership** nor the **Partners** have any claim, based on this **Agreement**, to such independent ventures or any income or profits generated from them. The **General Partner's** commitment to managing the **Partnership** and its assets is solely at its discretion and is only obligated to allocate the amount of time it deems reasonably necessary.
- 3.7. Duty of Care.** The Parties acknowledge that making decisions related to investments, whether existing or potential, entails the use of judgment and carries the risk of financial loss. The **General Partner** is expected to employ their reasonable judgment when fulfilling their responsibilities for the **Partnership**.
- 3.7.1.** The **General Partner** shall not be held liable, responsible, or accountable, whether in terms of damages or otherwise, to any other **Partner** or the **Partnership**. In return, the **Partnership** agrees to indemnify, cover, safeguard, and absolve the **General Partner**, upon the request and satisfaction of said **General Partner**, from all types of liabilities, obligations, losses, damages, penalties, actions, judgments, lawsuits, proceedings, costs, expenses, and disbursements, regardless of their nature (including, but not limited to, all expenses associated with defense, appeals, and settlements of any lawsuits, actions, or proceedings filed against the **General Partner** or the **Partnership**, as well as investigative costs related thereto). These liabilities may be imposed on, incurred by, or asserted against the **General Partner** or the **Partnership**, in any way connected to or arising from any action or inaction by the Partnership or the **General Partner** acting in their capacity as **General Partner** of the **Partnership**. However, it's important to note that the **General Partner** shall remain liable, responsible, and accountable, and the Partnership shall not be responsible for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, lawsuits, proceedings, costs, expenses, or

disbursements resulting from the **General Partner's** gross negligence or intentional breach of fiduciary duty to the **Partnership**. The **Partnership's** fulfillment of its obligations under this section shall be solely from the assets of the **Partnership**, and no **Partner** shall bear any personal liability in this regard. The **General Partner** has the right to invoice the **Partnership** for, or request the **Partnership** to make payments, at any time and on an ongoing basis after the **General Partner** becomes obligated to make such payments, for any amounts that the **General Partner**, in good faith, believes are eligible for indemnification under this section. The **Partnership** is obliged to promptly settle all such invoices and honor all such payment requests upon receiving them from the **General Partner**.

3.7.2. No **Covered Person** (as defined below) shall bear responsibility to the **Partnership** or any **Partner** for any losses suffered by the **Partnership** or any **Partner** resulting from any investment or any other action or failure to act by such **Covered Person**, provided that: (i) The **Covered Person** acted in good faith and reasonably believed that their actions were in the best interest of the **Partnership**, and in the case of any criminal action or proceeding, had no reasonable grounds to believe that their conduct was unlawful. (ii) The actions of the **Covered Person** did not constitute a breach of their fiduciary duty to the **Partnership** or willful misconduct. For the purposes of this Section, a "Covered Person" encompasses the **General Partner**, each Principal, any individual acting upon the **Partnership's** request, and every current and former member, partner, officer, director, employee, agent, or Affiliate of any of the aforementioned entities.

3.7.3. Each **Covered Person** shall be exempt from liability to the **Partnership** or any **Partner** concerning any action or omission conducted or endured by them in good faith, provided that such action or omission is carried out or endured in reliance upon and in accordance with the guidance or advice of external experts. These external experts may include, but not limited to, legal counsel for legal matters, accountants for accounting issues, and investment bankers or appraisers for valuation matters, provided that any such external expert is chosen by a **Covered Person** and the **General Partner** with due diligence.

3.8. Conflicts of Interest. The **Partnership** has the option, and the **General Partner** holds exclusive power and authority to:

3.8.1. Sell or lease **Partnership** assets to the **General Partner** or any affiliate of the **General Partner**, subject to the written consent of a majority of the Interests.

3.8.2. Grant the **General Partner** or any affiliates of the **General Partner** an exclusive right to sell **Partnership** property or exclusive employment for sales purposes.

- 3.8.3.** Directly or indirectly pay a commission or fee to the **General Partner** or any affiliate of the **General Partner** in connection with reinvesting the proceeds from the sale or exchange of **Partnership** assets.
- 3.8.4.** Every **Partner** agrees that, unless otherwise obligated by any provision in this **Agreement**, any **Partner**, along with each officer, director, employee, consultant, or other agent, member, or Affiliate of such **Limited Partner** (excluding the Principals and their Affiliates who are also Limited Partners), may invest, participate in, or engage in various financial ventures and investment and professional activities of all kinds, independently or in collaboration with others. These activities may be undertaken for their own accounts or for the accounts of others, regardless of whether such activities may potentially conflict with the interests of the **Partnership** or any of its **Partners**.
- 3.8.5.** However, each **Limited Partner** must maintain the confidentiality of all information provided by the **General Partner** regarding specific investments.
- 3.9.** **Retention of Distributions of Proceeds to Pay Expenses.** The **General Partner** in its discretion may cause the **Partnership** to retain any Distributable Proceeds received by the **Partnership** as the **General Partner**, in its sole discretion, deems necessary to meet anticipated **Partnership** expenses, or other cash requirements of the **Partnership** or as the **General Partner** shall deem reasonably necessary in the efficient operation of the **Partnership** business.
- 3.10.** **Borrowing and Guarantees.** If the **Partnership** requires additional capital, **General Partner** is authorized to cause the **Partnership** to borrow money upon such terms as the **General Partner**, in its sole discretion, shall determine and to mortgage, pledge, or hypothecate the assets of the **Partnership** in connection with such borrowing. In that event, the **General Partner** may, but shall not be required to, lend funds to the **Partnership**.
- 3.10.1.** The **Partnership** has the authority to provide guarantees for the debts of the third parties who acquire the credit solutions that the **Partnership** provides (the "Third Parties"). Additionally, the **Partnership's** acquisition of any Portfolio Investment resulting from such payment will not constitute a violation of this Section. Furthermore, the **Partnership** can establish security interests in Securities of a Third Party that the Partnership holds to secure the indebtedness of that Third Party.
- 3.10.2.** Under no circumstances shall the total amount guaranteed by the **Partnership** at any given time surpass the balance in a reserve account maintained by the **General Partner** on the **Partnership's** records. This reserve account consists of any Remaining Commitments set aside on the **Partnership's** books for this specific purpose. Importantly, this reserve account shall not be subject to Drawdown for any other purpose while any such guarantee is in effect unless the amount held in the reserve account is correspondingly increased.

- 3.11. **Unrelated Business Taxable Income.** The **General Partner** shall use reasonable efforts to cause the **Partnership** to conduct its activities in a manner that does not cause any Tax-Exempt **Partner** to realize any “unrelated business taxable income” (as that term is defined in Sections 511 through 514, inclusive, of the Code), taking into account what in the good-faith judgment of the **General Partner** is the potential for realization of unrelated business taxable income, along with all other investment considerations.

ARTICLE IV

4. LIMITED PARTNERS

- 4.1. **Limited Partners.** A **Limited Partner** shall be any US or non-US person that fulfills the criteria of this Agreement, which is admitted by the General Partner. Each Limited Partner acknowledges that the assets of the Fund are not intended to constitute of Benefit Plan Investors under the Plan Assets Regulation.
- 4.2. **Names, Addresses, and Subscriptions.** The names and addresses of the **Limited Partners**, along with their corresponding **Subscriptions**, are detailed in Exhibit B attached herewith. The **General Partner** has the authority to update Exhibit B periodically, without needing consent from other **Limited Partners**, to account for any modifications in the identification of the Subscriptions of the **Limited Partners** as permitted by this **Agreement**. It's important to note that such revisions do not qualify as amendments to this **Agreement**.
- 4.3. **Restricted Liability.** Unless stated otherwise in the **Act**, the responsibility of each **Limited Partner** to the **Partnership**, in their capacity as such, is confined to their respective Capital Contributions.
- 4.4. **Partnership Control.** In their capacity as **Limited Partners**, none shall engage in directing the operations of the **Partnership**, execute transactions on behalf of the **Partnership**, or possess the authority to sign for or commit the **Partnership**. Additionally, **Limited Partners** lack the entitlement or authority to instigate the termination and dissolution of the **Partnership**.
- 4.5. **Submission of Information to the General Partner.** Each **Limited Partner** commits to promptly furnish the following to the **General Partner** upon request:
- 4.5.1. All information mandated by the Internal Revenue Service or any other governmental agency if there exists a significant probability that the inability or failure of the **General Partner** or the **Partnership** to provide such information would lead to the imposition of sanctions, encompassing taxes, interest, or penalties, on the Partnership or any Partner; and
- 4.5.2. All information necessary under pertinent state and federal laws and/or regulations.

- 4.6. Effects of Death, Dissolution, or Bankruptcy.** The death, incapacity, bankruptcy, liquidation, or disassociation of a **Limited Partner** will not lead to the dissolution of the **Partnership**. Instead, the rights and responsibilities of the affected **Limited Partner**, as outlined in this **Agreement**, will transfer to and bind their successor, estate, or legal representative. Unless explicitly addressed in this **Agreement**, no other events impacting a **Limited Partner** (such as insolvency) will have an effect on this **Agreement**.
- 4.7. Excused Limited Partners.** A Limited Partner may be excused from its obligation to make Capital Contributions or fund any amount from Distributable Proceeds in respect of a Portfolio Investment if:
- 4.7.1.** the Limited Partner delivers to the General Partner a written notice within 5 Business Days after the occurrence of a Material Adverse Effect event stating that it is entitled to be excused based on its determination that the making of all or a portion of the relevant investment is likely to have a Material Adverse Effect on such Limited Partner;
 - 4.7.2.** the General Partner determines that such Limited Partner's Capital Contribution is likely to have a Material Adverse Effect, or (ii) its participation would (A) prevent the Fund from being able to consummate such Investment, (B) result in a material increase in the risk or difficulty to the Fund of consummating such Investment, (C) impose any material filing, tax, regulatory or other similar burden to which the Fund, a Portfolio Company or any Partner or its Affiliate would not otherwise be subject or (D) would otherwise cause the Fund to incur a material extraordinary expense.

ARTICLE V

5. FUND EXPENSES AND GENERAL PARTNER EXPENSES

- 5.1. Organizational Expenses.** Following the Initial Funding Date, the **Partnership** shall make payments or provide reimbursement to the **General Partner**, the Principals, and their respective Affiliates for all Organizational Expenses incurred by any of these individuals as soon as reasonably possible.
- 5.2. Operating Expenses.** The **Partnership** shall assume and pay all Operating Expenses. Operating Expenses encompass the following:
- 5.2.1.** Partnership Organizational Expenses.
 - 5.2.2.** All expenses related to the acquisition, holding, sale, or proposed sale of any **Partnership** Investments. This includes fees and expenses for legal, accounting, investment banking, and external consulting services.

- 5.2.3. All expenses connected to real property leases in which the **Partnership** is a party, including but not limited to rent payments, utility costs, and services provided to the leased property. This also covers fulfilling obligations under these leases.
- 5.2.4. Costs and fees associated with standard legal, custodial, and accounting services, including the preparation of financial and tax reports, portfolio valuations, tax returns of the Partnership, and expenses linked to Partnership meetings.
- 5.2.5. Expenses incurred in pursuing or defending any legal actions involving the **Partnership** (subject to Article XV of this Agreement).
- 5.2.6. Costs connected to the **Partnership's** indemnification of the **General Partner**, any Principal, and any other person or entity entitled to indemnification under this **Agreement**.
- 5.2.7. A reasonable premium for liability insurance to protect the **Partnership**, the **General Partner**, the members, and officers of the **General Partner**.
- 5.2.8. Interest, fees, and expenses arising from all approved borrowing undertaken by the **Partnership**.
- 5.2.9. Taxes, fees, or other governmental charges imposed on the Partnership (except as provided below), along with expenses incurred during any tax audit, investigation, settlement, or review of the **Partnership**.
- 5.2.10. Expenses associated with the liquidation of the **Partnership**.
- 5.2.11. All other out-of-pocket, non-recurring, or extraordinary expenses, including those extraordinary expenses (i.e., expenses paid to third parties) related to proposed or completed Portfolio Investments, payable to individuals or entities other than the **General Partner**, the **Principals**, or any of their respective Affiliates, unless approved or authorized as per the terms of this **Agreement**. These expenses should be attributed to the activities of the Partnership or incurred at the request of the **Limited Partners**.
- 5.3. **Management Fee.** The **Partnership** shall pay the **General Partner** a management fee (the "Management Fee"), until the termination of the **Partnership**. The Management Fee will be 4% of the managed assets value .
- 5.4. **Additional Subscriptions Before Final Closing Date.**
 - 5.4.1. In accordance with the terms of this **Agreement**, from the Initial Closing Date through the date determined by the **General Partner** as the Final Closing Date, the General Partner is granted the authority, but not the obligation, to entertain

additional Subscriptions from one or more Partners. Furthermore, the **General Partner** has the discretion to choose and welcome one or more individuals, corporations, partnerships, estates, trusts, and other entities as additional **Limited Partners** into the **Partnership**.

5.4.2. Any such additional Subscriptions shall be accepted, and any such additional **Limited Partners** shall be admitted to the **Partnership** only if: (i) such **Partner** or additional **Limited Partner** contributes, or pays, on or before the date of its admission or additional Subscription, all amounts required under this **Agreement**; and (ii) no distribution has been made by the **Partnership** to the **Partners** prior to the date of such **Partner's** or additional **Partner's** Capital Contributions and payments or such additional **Limited Partner's** admission.

5.5. Additional Subscriptions Thereafter. After the Final Closing Date, the **General Partner** is authorized to select and admit one or more Persons to the **Partnership** as additional **Partners**. The terms of such admission shall be fixed by the **General Partner** at the time of admission, with the **General Partner's** sole discretion.

5.6. Accession to Agreement. Any individual intended to be admitted as an additional **Limited Partner** as outlined in this Article or as a substituted **Limited Partner** according to Article 13 must join this **Agreement** by signing a counterpart signature page to this **Agreement**, along with the **General Partner**. Importantly, the signatures of the existing **Limited Partners** are not required for this process. Additionally, if needed, the **General Partner** will undertake the necessary steps to execute, file, and record any amendments to the Certificate. The admission of any new or replacement Limited Partner to the Partnership becomes effective upon both the **General Partner** and the concerned individual's execution of the counterpart signature page or another suitable document signed by both parties. Alternatively, it may become effective at a later date at the sole discretion of the **General Partner**, as indicated on the signature page or other relevant document.

ARTICLE VI

6. CLASSES OF UNITS AND CAPITALIZATION OF THE PARTNERSHIP

6.1. Units. The **Partnership's Interests** shall be symbolized by issued and outstanding Units, categorized into two classes known as "**General Units**" and "**Limited Units**" These classes carry specific designations, preferences, and relative, participating, optional, or other distinctive rights, powers, and duties as outlined in this Section and elsewhere in this **Agreement**. The **Partnership** will maintain a roster of all **Limited Partners** periodically, along with the corresponding **Units** held by each. The ownership and acquisition of these **Units** will be substantiated through the written execution of a Subscription Agreement supplied by the **Partnership**.

6.2. Fully Paid and Non-Assessable Nature of Units. Any **Units** issued in adherence to the stipulations outlined in this Article will be considered fully paid and non-assessable within the **Partnership**.

- 6.3. Pre-Emptive Rights.** Unless expressly decided otherwise at the sole discretion of the **General Partner**, no individual shall possess any preemptive, preferential, or analogous rights concerning the issuance of Units—whether they are yet to be issued, held in the treasury, or created in the future.
- 6.4. Fractional Units.** The **Partnership** is not obligated to issue fractional **Units** in the event of any distribution, subdivision, or combination of Units. In situations where a distribution, subdivision, or combination of **Units** would lead to fractional **Units** under normal circumstances, the provisions of this section will apply. Each fractional **Unit** will be rounded to the nearest whole **Unit**, and each half **Unit** will be rounded to the next higher **Unit**.
- 6.5. Unit Classes & Initial Capital Contribution.**
- 6.5.1. General Partner.** The **General Partner** is not obligated but has the option to make Capital Contributions to the **Partnership**. Each **General Partner's Interest** will be represented by General Units. These **General Units** confer the right to manage and control the **Partnership**, along with other rights and duties specified in this **Agreement**. The **General Partner** may, at its discretion, acquire **Limited Units** in the **Partnership** from time to time for its own benefit and not on behalf of the **Partnership**. Should the **General Partner** exercise this provision by purchasing **Limited Units**, it assumes the role of a **Limited Partner** to the extent of the acquired interests.
- 6.5.2. Limited Partners.** The Interests of the **Limited Partners** will be represented by **Limited Units**. Each **Limited Partner** is required to contribute the Minimum Amount of **Units** and can purchase any amount that is available at that moment. Collectively, the **Limited Partners** will own one hundred percent (100%) of the **Limited Units** unless the **General Partner** opts to make a purchase affecting this ownership.
- 6.6. Interest on Capital Contributions.** No **Limited Partner** shall receive any interest on his Capital Contribution to the **Partnership**.
- 6.7. Capital Withdrawal & Capital Return.** **Limited Partners** are prohibited from withdrawing any portion of their Capital Contributions from the **Partnership**, and they have no entitlement to the return of their contributions to the capital of the **Partnership** except in the event of dissolution and winding up of the **Partnership** or if they notify their decision of receive their corresponding return according with the terms of this **Agreement**. Contrary to the foregoing, no withdrawal of any part of a **Limited Partner's** Capital Contribution is permissible unless all liabilities have been settled, or the **Partnership** possesses adequate assets to cover such obligations.
- 6.8. Capital and Drawing Accounts.** An individual capital account will be established for each **Limited Partner**. The capital account of a **Limited Partner** will include the original

contribution to capital, if any, augmented by (1) any additional Capital Contributions and (2) the **Limited Partner's** portion of **Partnership** profits. Conversely, it will be diminished by (1) distributions to the **Limited Partner**, whether from **Partnership** profits or otherwise, that reduce **Partnership** capital, and (2) the **Limited Partner's** share of **Partnership** losses. The determination and maintenance of each **Limited Partner's** capital account will adhere strictly to the provisions outlined in Treasury Department Income Tax Regulations Section 1.704-1(b)(2)(iv), subject to amendments made from time to time.

6.9. Profits and Losses; Distributions.

6.9.1. Determination. A certified public accountant will promptly determine the **Partnership's** net profit or net loss for each Accounting Period, either shortly after the close of the fiscal year or at any other time mandated by law or essential for the objectives of the **Partnership** business.

6.9.2. Allocations. Every income, deduction, gain, and credit, encompassing ordinary income and ordinary loss, of the **Partnership**, as well as items necessitating separate allocation for federal and/or state income tax purposes, computed in accordance with the Partnership's chosen accounting method, will be distributed among Partners proportionally based on the percentages held by each **Limited Partner**, as specified herein.

6.9.3. Curative Allocations. The allocations outlined in this section, referred to as "**Curative Allocations**," are designed to adhere to specific requirements set forth in the regulations under the Act. The **Limited Partners** aim for all Curative Allocations to be offset, whenever possible, either through other Curative Allocations or through special allocations of other elements of **Partnership** income, gain, loss, or deduction as specified in this section. For federal income tax purposes, the calculation of each **Limited Partner's** distributive share of any income, deduction, gain, loss, credit, allowance, and any other item requiring separate allocation, including Net Gain, for any given **Partnership** accounting year, will be conducted in accordance with the guidelines detailed in this section.

6.9.4. Other Allocation Rules.

6.9.4.1. If **Limited Partners** join the **Partnership** on different dates within a fiscal year, the profits (or losses) allocated to them for that fiscal year will be distributed among the **Limited Partners** based on the percentages each holds during that fiscal year, following Section 706 of the Act. The **General Partner** has the authority to choose any legally permissible convention for this purpose.

6.9.4.2. To ascertain the profits, losses, or any other items allocable to a specific period, the **General Partner** will determine these on a daily, monthly, or alternative basis, as decided using any permissible method outlined in Section 706 of the Act and its Regulations.

6.9.4.3. The **Limited Partners** are aware of the income tax consequences of the allocations made by this section and hereby agree to be bound by the provisions of this section in reporting their shares of **Partnership** income and loss for income tax purposes.

6.9.4.4. Distribution of Proceeds. The **Partnership** will distribute profits from its operations, excluding any cash reserves established by the **General Partner** deemed necessary for prudent **Partnership** operation, on a quarterly basis within ninety (90) days after the close of each calendar quarter. However, the **Partnership** reserves the right, at the sole discretion of the **General Partner**, to retain earnings and transfer them to **Partnership** capital for the reasonable needs of the business. The distribution of such proceeds will adhere to the specified percentages herein. It's important to note that any distributions resulting from the sale of assets not in the ordinary course of business will follow the percentages established for distributions from regular operations.

6.10. Contributions and Payments on Admission of Additional Limited Partners.

6.10.1. Upon the admission of any new **Limited Partner**, the **General Partner** will modify or supplement Exhibit B to incorporate the name, address, and Subscription details of the new **Limited Partner**; and (ii) the Subscription of the new **Limited Partner** will be subsequently added to the **Partnership's** total Subscriptions.

6.10.2. Every newly admitted **Limited Partner** is required to make Contributions to the **Partnership**. These Contributions, representing a percentage of their Subscription, must be transferred to the **Partnership** of immediately available **Units** on the date of their admission as a **Limited Partner**, in accordance with the terms and conditions specified in the Subscription Agreement.

ARTICLE VII

7. ACCOUNTS

7.1. Capital Accounts. Each **Partner** shall have an individual capital account ("Capital Account") maintained on the Partnership's records. This Capital Account will include the **Partner's** initial Contribution to the **Partnership** and will be adjusted as follows:

7.1.1. Increased by: (i) Any additional Contributions made by the **Partner** to the **Partnership** according to this **Agreement** (excluding any other payments that, as per this **Agreement**, do not constitute part of the Partner's Contributions). (ii) Any portion of a Default Charge added to the Capital Account of the **Partner**.

(iii) Any amounts periodically added to the Capital Account of the **Partner** in line with this **Agreement**.

7.1.2. Decreased by: (i) Any distributions made to the **Partner**, whether from **Partnership** profits or otherwise, resulting in a reduction of Partnership capital. (ii) Any portion of a Default Charge deducted from the Capital Account of the **Partner** (if the Partner is in default). (iii) Any amounts occasionally subtracted from the Capital Account of the **Partner** as specified in Article VII. (iv) The Partner's allocated share of **Partnership** losses.

7.1.3. For the purpose of these calculations, Net Gain and items categorized as gross income and gain allocated to any Partner will be added to their Capital Account. Conversely, Net Loss, Loss Items, and items categorized as gross loss or expenses allocated to the Partner will be subtracted from their Capital Account.

7.2. Accounting for Distributions in Kind. For purposes of maintaining Capital Accounts when **Partnership** property is distributed in kind: (i) the **Partnership** shall treat such property as if it had been sold for its fair market value on the date of distribution as determined in accordance with Article XII hereof; (ii) any difference between such fair market value and the Partnership's Cost Basis in such property shall constitute Net Gain or Loss and shall be allocated to the Capital Accounts of the Partners pursuant to Article VII; and (iii) each Partner's Capital Account shall be reduced by the fair market value on the date of distribution, as determined in accordance with Article XII hereof, of the property distributed to such Partner (net of any liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code).

7.3. Compliance with the Code and Treasury Regulations. The aforementioned provisions, along with other provisions in this **Agreement** pertaining to the management of Capital Accounts, are designed to adhere to Section 704(b) of the Internal Revenue Code and Treasury Regulations Section 1.704-1(b) and 1.704-3. They shall be construed and implemented in a manner consistent with these regulations. If, at any point, the **General Partner** deems it advisable to adjust the methodology used for calculating Capital Accounts, or any debits or credits associated with them, to ensure compliance with these regulations, the **General Partner** has the authority to make such adjustments.

ARTICLE VIII

8. ALLOCATIONS

8.1. General. Partnership income, gain, loss, and expenses will be allocated to the Capital Accounts of the **Partners** in accordance with the provisions outlined in Article VIII of this **Agreement**.

8.2. Net Gain. At the conclusion of each fiscal year of the **Partnership**, and after considering the specific allocations detailed in this **Agreement**, any Net Gain, if applicable, generated

by the **Partnership** for that fiscal year will be distributed to the Capital Accounts of the Partners as outlined below:

- 8.2.1.** The Net Gain will be allocated among the **Partners** at the discretion of the **General Partner**, following the guidelines specified in this **Agreement**. The **General Partner** is explicitly empowered to set aside reserves as it deems necessary, based on its sole judgment, to cover anticipated expenses or other cash needs of the **Partnership** or for the efficient operation of the **Partnership**.
- 8.2.2.** Any distributions made within the **Partnership's** accounting year will be subject to adjustment based on the financial reports for that particular accounting year. If additional amounts are to be distributed due to these financial reports, such additional amounts will be considered distributions for that **Partnership** accounting year. Conversely, if an excess amount was distributed during the same accounting year, as indicated in the financial report, the excess amount will be factored into reducing subsequent distributions.
- 8.3. Net Loss.** At the conclusion of each fiscal year of the **Partnership**, following the consideration of any special allocations specified in this **Agreement**, any Net Loss, if any, incurred by the **Partnership** for that fiscal year will be allocated to the Capital Accounts of the **Partners** as follows:

 - 8.3.1.** First, the **Partnership** will allocate a portion of the Net Loss to the **Partners**. This portion will be equal to the aggregate amount of any Net Gain previously allocated to the **Partners** in accordance with Section 8.2.2. and not offset by previous allocations of Net Loss pursuant to this Section 8.3.1 or Loss Items in accordance with Section of Operational Rules above.
 - 8.3.2.** Second, any remaining Net Loss, after accounting for the allocations described in Section 8.3.1 and not offset by previous allocations of Net Loss pursuant to this Section 8.3.2, will be allocated to each **Partner** in proportion to the respective Net Gain previously allocated to them in accordance with Section 8.2.2.
 - 8.3.3.** Third, if any Net Loss remains after the allocations made in Sections 8.3.1. and 8.3.2., the **Partnership** will allocate the remaining Net Loss to all Partners in proportion to their respective Contributions.
- 8.4. Distributions in Kind.** Any Net Gain or Loss related to the distribution of **Partnership** property in kind will be allocated just before the time of such distribution. This allocation will follow the same principles as if an equivalent amount of Net Gain or Loss were being allocated for a hypothetical fiscal year ending immediately before the distribution. In calculating this allocation, any Net Gain or Loss attributed to prior in-kind distributions made during the fiscal year will be taken into account. However, other items of Partnership income, gain, loss, or deduction realized or incurred since the end of the prior fiscal year will not be considered in this calculation. Instead, these items will be factored

in and allocated to **Partners'** Capital Accounts as Net Gain, Net Loss, Loss Items, or items of realized **Partnership** income, gain, loss, or expense solely at the end of the fiscal year in which they are realized or incurred.

8.5. Income from Other Items. At the conclusion of each fiscal year, the various components of **Partnership** gross income, gain, loss, expenses and interest earned arising from activities related other **Partnership** investments will be distributed to the Capital Accounts of **Limited Partners** in the following manner:

8.5.1. Gross income derived from other **Partnership** investments, will be assigned to the Capital Account of the **General Partner**.

8.5.2. Gross income resulting from interest payments made by any **Limited Partner** to the **Partnership** as outlined in this **Agreement** will be allocated among all **Limited Partners**, excluding the paying Partner, in proportion to their respective Contributions.

8.6. Operational Rules. If, during any fiscal period, there is Net Gain available for allocation to the **Limited Partners**, but prior allocations of Net Gain for previous fiscal periods have been made and haven't been offset by Net Loss allocations or Loss Items under this Section, then: (i) Loss Items for that fiscal period will be allocated (subject to the other provisions) to all **Limited Partners**. This allocation will be in proportion to the respective amounts of Net Gain previously assigned to each **Limited Partner**, and which haven't been offset by Net Loss allocations, or Loss Items. The aggregate amount of such Loss Items will be the lesser of the total Loss Items or the total Net Gain. These Loss Items will be assigned to the **Limited Partners** in a way that offsets prior Net Gain allocations, following the order in which those Net Gain allocations were initially made. (ii) The **Partnership's** Net Gain for that fiscal period, determined exclusively for this purpose by excluding all Loss Items specially assigned as per this Section for that fiscal period, will then be allocated based on the Section regarding Net Gain.

8.7. Regulatory Allocations. The subsequent provisions are incorporated to comply with the tax regulations outlined in the Act and to enable the **Partnership** to benefit from a "safe harbor" as defined by Treasury Regulations.

8.7.1. In the event that allocating any portion of Net Loss or Loss Items to a **Limited Partner** would result in a negative Capital Account exceeding the **Limited Partner's** Zero Balance Amount, the loss (or part thereof) will be assigned initially to the Capital Accounts of other **Limited Partners**. This allocation will be in proportion to the positive balances in their respective Capital Accounts until all those Capital Accounts are reduced to zero. Subsequently, the allocation will extend to the Capital Accounts of **Limited Partners** with Zero Balance Amounts, proportionate to their respective Zero Balance Amounts, until each Partner's Capital Account is negative by an amount equal to their Zero Balance Amount. Finally, any remaining allocation will be directed to the Capital Account of the **General Partner**. It's important to note that this allocation is contingent on the

deficit in the **Limited Partner's** Capital Account surpassing their Zero Balance Amount after all allocations outlined have been provisionally made, assuming this Section is not part of this Agreement.

- 8.7.2.** In the event that a **Limited Partner** unexpectedly receives an adjustment, allocation, or distribution as outlined in Treasury Regulations Section and this results in the **Limited Partner** having a Adjusted Capital Account Deficit in their Capital Account exceeding their Zero Balance Amount, or if it would further decrease a balance already negative by an amount surpassing the Zero Balance Amount, the **Limited Partner** will be allocated items of income and gain. These items, constituting a proportional share of each **Partnership** income, including gross income and gain for the fiscal period, will be allocated in an amount and manner sufficient to offset the deficit Capital Account balance. This is to comply with Treasury Regulations Section requirements as swiftly as possible. It's important to note that an allocation under this Section will only occur if the deficit in the **Partner's** Capital Account would exceed their Zero Balance Amount after all allocations outlined have been provisionally made, assuming this Section is not part of this **Agreement**. The preceding statement is intended to serve as a "qualified income offset" provision, aligning with the description in Treasury Regulations, and shall be interpreted and applied accordingly.
- 8.7.3.** If, at the conclusion of any **Partnership** fiscal year, any **Limited Partner** holds a negative Capital Account surpassing their Zero Balance Amount, there will be an allocation of **Partnership** income (including gross income) and gain equal to that excess amount. This allocation will be executed as swiftly as possible. However, it's important to note that an allocation under this Section will only occur if the deficit in the **Limited Partner's** Capital Account would exceed their Zero Balance Amount after all provisional allocations outlined have been made, assuming both the previous and this Section are not part of this Agreement.
- 8.7.4.** If there is a requirement to consider an adjustment to the adjusted tax basis of any **Partnership** asset under Section of the Act, as mandated by Treasury Regulations, the amount of this adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the asset's basis) or loss (if it decreases the basis). This gain or loss will be specially allocated to the **Limited Partners** in a manner consistent with the adjustment of their Capital Accounts as necessitated by this section of the Treasury Regulations.
- 8.7.5.** The allocations detailed in the previous Sections are Regulatory Allocations designed to fulfill specific requirements outlined in Treasury Regulations. Despite any other provisions in this Article (excluding the Regulatory Allocations), these Regulatory Allocations must be considered when allocating subsequent Net Gain, Net Loss, Loss Items, and items of income, gain, loss, and deduction among the **Limited Partners**. This is to ensure, to the best extent possible, that the net amounts of these subsequent allocations and the Regulatory Allocations for each **Limited Partner** are equivalent to the net

amounts that would have been allocated to each **Limited Partner** under the provisions of this Article if the Regulatory Allocations had not taken place.

8.8. Adjustments to Reflect Changes in Interests.

8.8.1. Despite the above, and subject to Section, concerning any fiscal period in which a **Limited Partner's** interest in the **Partnership** undergoes a change due to events like the admission or withdrawal of a **Limited Partner**, a non-pro rata Capital Contribution, or any other event defined in Section 706(d) of the Code and related regulations, allocations involving Net Gain, Net Loss, Loss Items, and other **Partnership** items like income, gain, loss, and expense will be appropriately adjusted to accommodate the changing interests of the **Limited Partners** during that period. The **General Partner** will collaborate with the **Partnership's** accountants and other advisors to determine the method of these adjustments, which will be consistently applied thereafter.

8.8.2. In the event that, for any fiscal period, the relative Contributions of the **Partners** deviate from their relative Subscriptions due to factors such as the imposition of a Default Charge or other reasons, the **General Partner** will make necessary adjustments to the allocations specified in Section 8.2. These adjustments aim to ensure, as much as possible, that any allocations of Net Loss made in proportion to the relative Contributions of the **Partners** and subsequently offset by allocations of Net Gain, reflect, in a first-in, first-out manner, how the previously allocated Net Loss was originally distributed among the **Partners**. In other words, each previous allocation of Net Loss should be offset (to the extent feasible) by allocations of Net Gain in the order in which the Net Loss was initially allocated. Similarly, if any Net Gain is allocated based on Contributions and is later offset by allocations of Net Loss, these Net Loss allocations will be adjusted in line with the same first-in, first-out principle to consider how the previously allocated Net Gain was distributed.

8.8.3. However, it's important to note that these provisions apply to allocations made to Defaulting **Partners** only to the extent necessary to ensure that allocations of Net Gain, Net Loss, Loss Items, and items of gross **Partnership** income, gain, loss, and expense to the Defaulting **Partner**, calculated cumulatively over the term of the **Partnership**, are equivalent to the cumulative allocations such Partner would have received if their Contributions had been consistent from the inception of the **Partnership** through the date of determination, reduced by all Default Charges imposed on such Partner.

8.9. Tax Allocations. For federal, state, and local income tax purposes, the allocation of **Partnership** income, gain, loss, deduction, or credit (or any component thereof) for each fiscal year will be carried out among the **Partners**. This allocation is designed to mirror the allocations made as per the provisions of Article VIII for that fiscal year, excluding allocations of items that are either not deductible or are excluded from taxable income. Additionally, this allocation will consider any discrepancies between the adjusted tax basis

and book value of **Partnership** property in accordance with the guidelines laid out in Section 704(c) of the Internal Revenue Code.

8.10. Timing of Allocations. The **General Partner** is responsible for ensuring that the **Partnership** carries out the allocations outlined in this Article VIII at any point when the **Partnership** exits a Repayment Period based on an interim closing of the **Partnership's** books at that time.

8.10.1. The objective of this provision, in conjunction with Section 9.4, is to distribute the Net Gain of the **Partnership** for the entire fiscal period that will be divided by the interim closing into the shorter fiscal period preceding the interim closing. This is done to provide each **Partner** with the Net Gain allocations specified in Section 8.2. All remaining Net Gain for the full fiscal period will be considered as attributable to the shorter fiscal period following the interim closing.

8.10.2. In the event of such an interim closing, each resulting short fiscal period will be treated as a fiscal year for the purposes of this Article VIII, except for Section 8.9. Tax allocations, as per Section 8.9, will only be made at the end of each fiscal year.

ARTICLE IX

9. DISTRIBUTIONS

9.1. Tax Distributions.

9.1.1. The **General Partner** is obligated to provide each **Limited Partner** with information regarding the **Partnership's** taxable income or loss, as well as every item of income, gain, loss, deduction, or credit relevant for reporting **Partnership** income. This information will also include each **Partner's** distributive share of every item of income, gain, loss, deduction, or credit. The **General Partner** must furnish this information to each **Limited Partner** within ninety (90) days following the conclusion of the **Partnership's** taxable year. Additionally, upon request, the **General Partner** will provide a copy of the **Partnership's** federal income tax return for that year.

9.1.2. Each Limited Partner shall provide to the General Partner all the information that is necessary in order to comply with any applicable tax and anti-money laundering laws and regulations, including, any information, in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency upon the Fund or amounts paid to the Partnership.

9.1.3. If a Limited Partner fails to comply with any of these requirements in a timely manner it shall, according to applicable law, indemnify the Partnership for all losses, costs, expenses, damages, claims, and demands or if the General Partner

determines that such Limited Partner's participation in the Partnership would otherwise have a material adverse effect on the Fund or the Limited Partners as a result of FATCA, then, the General Partner, in its sole discretion, may cause such Limited Partner to Transfer its Interest to a third party or Limited Partner or otherwise withdraw from the Fund or take any other action to minimize any adverse effect on the Fund and the other Limited Partners as a result of FATCA.

- 9.1.4. The **Partnership** reserves the right to issue Tax Distributions to the **Partners**, including Tax-Exempt **Partners**, during any fiscal year of the Partnership. These distributions are intended to assist Partners in meeting their obligations for making estimated tax payments related to that fiscal year or the previous fiscal year. The determination of the **Partners'** estimated tax liability and the dates on which these payments should be made will be at the sole discretion of the **General Partner**.

9.2. **Timing of Distributions.**

- 9.2.1. The **Partnership** is obligated to distribute to the **Partners** all Distributable Proceeds arising from the Fund's credit operation activities. These distributions should be made **on a quarterly basis within ninety (90) days after the close of each calendar quarter**. However, this requirement does not apply if the **Partnership** retains these Distributable Proceeds in accordance with the provisions of Section 3.9.
- 9.2.2. Interest payments stemming from Other Items will be distributed no later than ninety (90) days after the end of the fiscal year in which the **Partnership** received these payments. Nonetheless, for the sake of administrative efficiency, the **Partnership** is not obliged to make distributions until the aggregate amount to be distributed exceeds \$10,000. The **General Partner** retains the discretion to initiate other distributions, either in cash or in kind, at its sole discretion, provided such actions adhere to the remaining provisions outlined in this Article IX.

9.3. **Priority of Distributions.**

- 9.3.1. Income generated from Other Items, as described in Section 8.5, will be distributed to the **Partners** to whom it is allocated in accordance with their respective allocations. However, it's important to note that any distribution made to a **Partner** under this Section 9.3.1. should not be considered when determining the amount previously distributed to that **Partner** for the purposes of Sections 9.3.2. or 11.3. The intention is to treat all amounts allocated and distributed in such a way that they are considered as if they had been earned outside the Partnership by the Partners receiving those allocations.
- 9.3.2. Distributions of Distributable Proceeds will follow this order and priority:

- 9.3.2.1.** Initially, depending on each **Limited Partner** Duration in the Fund, these proceeds will be allocated to each **Limited Partner** until they have received distributions equal to the corresponding Success Fees.
- 9.3.2.2.** Subsequently, the amount used for the purchase of the Units will be returned in three (3) monthly installments. Following the acceptance of such return within a term no longer than sixty (60) days after the notification. If a **Limited Partner** does not accept the allocation of Distributable Proceeds applied to return the amount of the purchase of the Units, they will be reinvested in the operation of the Fund.
- 9.3.2.3.** Finally, the remaining amount of Distributable Proceeds will be allocated to the **General Partner**.

9.4. Operational Rules.

- 9.4.1.** In the event that a proposed distribution of cash or **Partnership** property in kind, as specified in Section 8.4, would result in the **Partnership** exiting a Repayment Period, this distribution will be considered as two separate parts: a "pre-Repayment distribution," which includes the portion of the distribution that would cause the **Partnership** to exit the Repayment Period if distributed in accordance with Section 8.4, and a "post-Repayment distribution," which consists of the remaining part of the distribution. The actual distribution of this cash or property by the **Partnership** will be allocated among the **Partners** accordingly.
- 9.4.2.** Liquidating distributions that lead to the **Partnership** leaving a Repayment Period will be divided in a manner akin to the process outlined in Section 9.4.1. for the purposes of Section 8.10 and any other relevant provision of this **Agreement**.
- 9.4.3.** With the exception of scenarios where the **General Partner** authorizes and a majority of the **Limited Partners** in Interest approve otherwise, all distributions, except liquidating distributions, will be determined and made at the discretion of the **General Partner**.

9.5. Distributions on Admission of Additional Partners; Other Special Distributions. Notwithstanding the provisions of contrary provisions in this **Agreement**, the **Partnership** shall make upon the admission of a new Partner or an increase in the Subscription of any existing Partner, all distributions required by Article VIII.

9.6. Certain Distributions Prohibited. Despite any provisions in this **Agreement** that suggest otherwise, it's important to note that all distributions made by the **Partnership** will be subject to a specific restriction: no distribution will be permitted to any **Partner** if, and to the extent that, such distribution would be in violation of Section 17-607(a) of the Delaware Act.

ARTICLE X

10. VALUATION OF PARTNERSHIP ASSETS

- 10.1. Determination of Asset Value by General Partner.** When this **Agreement** calls for the valuation of **Partnership** assets or net assets, the **General Partner** will assess the fair market value of these assets in good faith, except as outlined in Section 12.2. However, the **General Partner** may, at its discretion, choose to value all assets or net assets of the **Partnership** (excluding assets that are Securities traded in a Public Securities Market and Securities that have been written off as worthless for federal income tax purposes) at their cost.
- 10.2. Fair Market Value.** The fair market value of any security held by the **Partnership**, which is classified as a Freely Tradable Security (as defined in Section 10.3), will be determined by considering various relevant factors. For instance, the last reported trade price of such security on the primary exchange where it is traded on the date in question will be taken into account. If the security is not traded on an exchange, the last reported sale price on The Nasdaq Stock Market, Inc. ("Nasdaq") will be considered. If Nasdaq does not report the security, the reported closing bid price (or average of bid prices) quoted on that date by an established quotation service for over-the-counter Securities will be utilized. In the determination of the fair market value of all other **Partnership** assets, multiple factors will be considered, including the issuer's current financial position, current and historical operating results, recent transaction prices for similar securities, interest rates, trading volume, restrictions on transfer, recent significant events involving the issuer, the **Partnership's** Acquisition Cost, the **Partnership's** ownership percentage, and any other pertinent value-affecting factors. It's important to note that no adjustments will be made for goodwill or intangible assets associated with the **Partnership**, **General Partner**, office records, or other non-physical assets when determining the fair market value of **Partnership** assets.
- 10.3. Freely Tradable Securities.** In the context of this **Agreement**, a security will be categorized as a "Freely Tradable Security" if two conditions are met: (a) the **Partnership** can sell its entire holding of the security to the general public (including sales by Partners following a distribution of such security from the **Partnership**, even if the **Partnership's** sale might otherwise be restricted) in compliance with Rule 144 under the Securities Act, without the need for any federal or state government registration or consent (except for notice filings as required by Rule 144(h) under that Act) and without being subject to the volume limitations specified in that Rule; and (b) these Securities are traded in a Public Securities Market, with readily available market quotations.
- 10.4. Goodwill.** The **Partnership's** name and goodwill will, among the **Partners**, be considered devoid of value and will be deemed to belong to the **Partnership** or any successor entity. No individual **Partner** will possess any individual rights or claims to the use of the **Partnership's** name or goodwill. In the event of the **Partnership's** termination, any goodwill associated with the **Partnership's** name will be transferred to the **General Partner**, as outlined in Section 2.2.

ARTICLE XI

11. DURATION OF THE PARTNERSHIP

- 11.1. Partnership Duration.** The **Partnership's** existence will persist until the tenth (10th) year of the Initial Closing Date, unless extended as outlined in Section 11.4 or dissolved earlier as stipulated in Section 11.2 or by legal requirements.
- 11.2. Dissolution.** The **Partnership** will be dissolved, and the process of winding up its affairs will commence when any of the following events occur:
- 11.2.1. Dissolution Timeframe:** If a specific timeframe for dissolution is stated in this **Agreement**, the **Partnership** will dissolve accordingly. However, if no such timeframe is provided, the **Partnership** will maintain perpetual existence by default.
 - 11.2.2. Supermajority Vote:** Unless this **Agreement** specifies otherwise, the **Partnership** will dissolve upon the vote of the **General Partner** and all **Limited Partners** who collectively hold a Supermajority of the prevailing percentage of ownership.
 - 11.2.3. General Partner Withdrawal:** If a **General Partner** withdraws, and at least one (1) other **General Partner** exists while the **Agreement** allows the remaining **General Partner** to continue the **Partnership's** operations, the **Partnership** will not dissolve but may need to be wound up as a result of the withdrawal. The **Partnership** will only dissolve if:
 - 11.2.3.1.** Within 90 days (or the period stipulated in the **Agreement**) following the withdrawal, either (A) the then-prevailing percentage or interest in profits, as defined in the **Agreement**, owned by the remaining partners, agrees or votes to continue the **Partnership's** operations and appoints, effective as of the withdrawal date, one (1) or more additional general partners if necessary, or (B) if the **Agreement** does not grant the right to agree or vote on continuing the business of the **Partnership** and appointing one (1) or more additional general partners, then more than 50 percent of the then-prevailing percentage or other interest in profits owned by the remaining partners agrees or votes to continue the **Partnership's** operations and to appoint, effective as of the withdrawal date, one (1) or more additional general partners if necessary. Alternatively,
 - 11.2.3.2.** If the **Agreement** allows the continuation of the **Partnership's** operations and the appointment of additional general partners as stated in the **Agreement**, the business of the **Partnership** will continue accordingly.
 - 11.2.4. Agreed Upon Events:** The **Partnership** may dissolve upon the occurrence of events specified in the **Agreement**.

11.2.5. Judicial Dissolution: The **Partnership** will dissolve upon the entry of a judicial decree of dissolution under §17-802 of the Delaware Act.

11.3. General Partner Replacement.

11.3.1. A person ceases to be a **General Partner** of the **Partnership** upon the occurrence of any of the following events:

11.3.1.1. General Partner Withdrawal: The **General Partner** withdraws from the **Partnership** in accordance with § 17-602 of the Delaware Act.

11.3.1.2. General Partner Status Change: The **General Partner** no longer holds the position of a general partner of the **Partnership**, as defined in § 17-702 of the Delaware Act.

11.3.1.3. Removal of General Partner: The **General Partner** will be removed as a general partner if a final court decision confirms one or more of the Removal Conducts has occurred by the **General Partner**.

11.3.1.4. Bankruptcy and Similar Actions: Unless the **Agreement** states otherwise or receives consent from all **Partners**, the **General Partner** takes specific actions, including making an assignment for the benefit of creditors, filing a voluntary bankruptcy petition, being declared bankrupt or insolvent, or having an order for relief issued against it in a bankruptcy or insolvency proceeding, among others.

11.3.2. In the absence of any **Agreement** provisions to the contrary, the **General Partner** will cease to be a **General Partner** and the **Partnership** will dissolve if any of the following occur: (i) the commencement of any proceeding against the **General Partner** seeking certain relief under any statute, law, or regulation, with the proceeding not being dismissed within 120 days; (ii) the appointment of a trustee, receiver, or liquidator of the **General Partner** or a substantial part of its properties without the **General Partner's** consent or acquiescence, with the appointment not being vacated or stayed within 90 days; or (iii) the expiration of any such stay, with the appointment not being vacated within 90 days, as specified in Section 17-402(a)(5) of the Delaware Act.

11.3.3. If the **General Partner** undergoes an event of withdrawal or removal, they must notify each **Limited Partner** of the event within 30 days after the Removal Date. In the event of a **General Partner's** withdrawal, the **Partnership** will dissolve unless a Supermajority elects to continue the **Partnership's** operations and appoint a successor General Partner within ninety (90) days. If the **Limited Partners** decide to continue the **Partnership's** business, an appropriate amendment to the **Partnership's** Certificate of Limited **Partnership** will be filed within ninety (90) days of the event that triggered this election. Importantly, this

provision does not allow any **Limited Partner** to terminate or suspend their obligation to fund any Portfolio Investment that the **Partnership** committed to before the triggering event. The **Partnership** will not dissolve due to the dissolution, death, bankruptcy, substitution, or admission of any **Limited Partner**.

- 11.4. Extension of Partnership Term.** Initially, the **Partners** anticipate that the **Partnership** will terminate on the tenth (10th) anniversary of the Initial Closing Date, unless terminated earlier under Section 11.02 or as required by applicable law. However, the **General Partner** has the discretion to extend the **Partnership's** term for up to five (5) years to facilitate orderly liquidation. The **General Partner** shall notify the Limited Partners promptly of any such extension.

ARTICLE XII

12. LIQUIDATION OF THE PARTNERSHIP

- 12.1. General Provisions.** Upon dissolution, the **Partnership** will undergo an orderly liquidation process. The role of the liquidator to wind up the **Partnership's** affairs in accordance with this Agreement will be assumed by the **General Partner**. However, in the absence of any remaining **General Partner**, a Majority in Interest of the Limited **Partners** can designate one or more other individuals or entities to serve as liquidators. Any such liquidator, excluding the **General Partner**, will be considered a "liquidating trustee" as defined in Section 17-101(10) of the Delaware Act.
- 12.2. Liquidating Distributions.** The appointed liquidator(s) will settle or make provisions for settling the **Partnership's** debts and obligations to its creditors. Any Net Gain or Loss or other income, gain, loss, or expenses realized during the liquidation process will be allocated among the Partners as specified in Article VIII and distributed following the guidelines of Article IX. Subsequently, the remaining Partnership assets will be distributed to the Partners in proportion to the positive balances in their respective Capital Accounts. If any such distributions involve Securities that are not Freely Tradable Securities, the liquidator(s) must obtain a valuation of these Securities from a nationally recognized investment banking firm or another independent valuation expert. The liquidator(s) will have the authority to sell, exchange, or otherwise dispose of Partnership assets in a reasonable manner that they determine to be in the best interest of the Partners. Throughout the liquidation, the liquidator(s) will provide the Partners with the financial statements and other information outlined in Article XVI.
- 12.3. Liquidator(s) Expenses.** The **Partnership** will bear the expenses incurred by the liquidator(s) during the process of winding up the **Partnership**, along with any other losses or liabilities incurred by the Partnership as per the terms of this **Agreement**. Additionally, reasonable compensation for the services of the liquidator(s) will be covered by the **Partnership**.

- 12.4. Duration of Liquidation.** The liquidation process will be granted a reasonable duration to wind up the Partnership's affairs to minimize potential losses. However, the liquidator(s) will use their best efforts to ensure that the liquidation aligns with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(g).
- 12.5. Duty of Care.** The liquidator(s) will not be held liable to any **Partner** for losses resulting from actions or omissions made in good faith during the liquidation and asset distribution process. The liquidator(s) may seek advice from legal and accounting professionals regarding the liquidation and asset distribution and will be justified in taking action or refraining from action based on the advice or opinions of these professionals.
- 12.6. No Liability for Return of Capital.**
- 12.6.1.** The liquidator(s) and the **General Partner** will not have personal liability for returning the Capital Contributions of any **Partners**. Except as expressly provided in this **Agreement** for the **General Partner**, no **Partner** will be obligated to repay any amount related to a negative Capital Account to the **Partnership**.
- 12.6.2.** The **Partnership** will not be considered to have ceased its operations until it has sold, distributed, or otherwise disposed of substantially all of its Securities of Third Parties. Any amounts returned by the **General Partner** to the **Partnership** will be distributed to other Partners in accordance with the provisions of Article IX. This **Agreement**, particularly any provisions related to **Partnership** allocations, will be interpreted and applied as necessary to fulfill the intention of the **Partners** as stated in this Section.

ARTICLE XIII

13. LIMITATION ON TRANSFERS OF THE PARTNERSHIP UNITS

- 13.1. Transfer of General Partner's Interest.** The **General Partner** retains the right to assign, sell, or transfer all or a portion of its General Units as a general partner to an affiliate under common control, a parent company, or wholly owned subsidiary, at its own discretion. In case of any withdrawal of the **General Partner**, it will continue to hold Limited Partner Units to the extent it retains any Limited Partner Units.
- 13.2. Notice to General Partner of Transfers of Limited Partners' Units; Additional Requirements.**
- 13.2.1.** No **Limited Partner** may transfer all or any part of its Limited Units in the Partnership without obtaining prior written consent from the **General Partner** and adhering to the provisions outlined in this Article XIII. Any attempt to transfer that does not comply with these provisions will be deemed void. In any case transfers cannot be made to a US person.

- 13.2.2.** Except in instances of Transfers: (i) by a **Limited Partner** as mandated by law, (ii) to, or in trust for, a spouse or child of the Limited Partner, or (iii) to an Affiliate of the **Limited Partner**, no **Limited Partner** may transfer the entirety or any portion of its Units in the **Partnership** without initially offering such interest to all other **Partners** on a pro rata basis (in proportion to the Subscriptions of all Partners). This offering should be initiated by delivering a written notice to the **General Partner**, which will then be promptly shared with all other **Partners**. The proposed Transfer must be offered under terms and conditions at least as favorable as those presented by the prospective buyer. Should any of the **Partners** opt not to exercise their purchase rights within thirty (30) days after receiving written notice of the proposed Transfer from the **General Partner**, the **Limited Partner** can proceed with the Transfer of the remaining Units, subject to complying with other provisions in this Article XIII, provided that the Transfer is not executed under more favorable terms to the buyer than those contained in the **Limited Partner's** initial written notice to the **General Partner**. If the **Limited Partner** proposes to effect the Transfer under terms more favorable than offered to the other Partners, the proposed Transfer will again be subject to the other Partners' right of first refusal as outlined in this Section.
- 13.2.3.** No Limited Partner may Transfer any part or all of its Units in the **Partnership** without first providing at least ten (10) Business Days' prior written notice to the **General Partner**. This notice should include the name, taxpayer identification number (if applicable), and business address of the transferee.
- 13.2.4.** Until and unless the transferee of any portion or all of the Limited Units of a **Limited Partner** is admitted to the Partnership as a substituted **Limited Partner** in accordance with Section 13.5, such transferee will not have the right to participate in any votes or consent decisions alongside the **Limited Partners** as outlined in this **Agreement**.
- 13.2.5.** In order to ensure that the Partnership qualifies for the benefits of a "safe harbor" under Section 7704 of the Code, the General Partner will refrain from causing or permitting Partnership Units to be registered under the Securities Act or becoming "traded on an established Securities market." Additionally, the General Partner will withhold consent for any Transfer that, to the best of its knowledge after reasonable inquiry, would otherwise be achieved through a trade on a "secondary market (or the substantial equivalent thereof)" within the meaning of Sections 7704 or 469(k) of the Code, as well as any regulations in effect at the time of the proposed Transfer. No Transfer of any Partnership Units or portion thereof will be allowed or recognized (as defined in Treasury Regulation Section 1.7704-1(d)) by the Partnership or the General Partner if such Transfer would (x) not qualify as a "transfer not involving trading" pursuant to Treasury Regulation Section 1.77041(e), (y) cause the Partnership fail to qualify for the safe harbor for "private placements" as set forth in Section 1.7704-1(h), or (z) cause the Partnership to fail to qualify for the "lack of actual trading" safe harbor specified in Section 1.7704-1(j), unless the General Partner determines

that such Transfer would not otherwise result in the Partnership being treated as a publicly traded partnership under Section 7704(b) of the Code.

13.2.6. To facilitate any proposed Transfer, both the transferor and transferee will provide the **General Partner** with written representations confirming that (i) the proposed Transfer will not occur through (A) a United States national, regional, or local securities exchange, (B) a foreign securities exchange, or (C) an interdealer quotation system regularly disseminating firm buy or sell quotations by identified brokers or dealers (including Nasdaq), (ii) the transferee is not, and the proposed Transfer or acquisition will not be executed by, through, or on behalf of (A) a party such as a broker or dealer involved in market-making for interests in the **Partnership** or (B) an entity making bid or offer quotes available to the public concerning Partnership Units. The transferor and transferee will supply any additional written representations reasonably requested by the **General Partner**, although the **General Partner** may waive the right to obtain such representations. The **General Partner** and the **Partnership's** legal counsel will be entitled to rely on these representations and any written representations provided by other **Partners** before or concurrently with such proposed Transfer.

13.3. Opinion of Counsel. Any Transfer involving a legal or beneficial interest in the **Partnership** shall only occur upon the **Partnership** receiving a written opinion from counsel for the **Partnership** or from other counsel deemed satisfactory to the **Partnership** (with the expenses incurred for obtaining such opinion to be covered by the transferor). This written opinion should affirm that, based on specific facts, assumptions, and representations, the Transfer will not result in: (a) subjecting the **Partnership** or the **General Partner** to additional regulatory requirements, including those imposed by ERISA, the Investment Company Act of 1940, and the Investment Advisors Act of 1940, as amended; (b) a violation of applicable law or this Agreement; (c) classifying the Partnership as an association taxable as a corporation; (d) subjecting the **Partnership** to taxation as a corporation under Section 7704 of the Code; (e) deeming the **Partnership** terminated pursuant to Section 708 of the Code. It's important to note that in the case of a Transfer to an Affiliate of the transferor, no legal opinion is necessary. Instead, the transferor and transferee must provide representations to the **Partnership** regarding the matters mentioned in this Section 13.3(a) through (e) as a prerequisite for the Transfer. Furthermore, for Transfers to existing **Limited Partners**, the **General Partner** may, at its sole discretion, waive the legal opinion requirement. The **General Partner** commits to provide the required information to such counsel to facilitate the issuance of the legal opinion, and each **Partner** agrees to furnish the **General Partner** with any information about its proposed transferee that may be reasonably requested to obtain such an opinion.

13.4. Expenses. The transferor of any interest in the **Partnership** undertakes to reimburse the Partnership for expenses reasonably incurred by the **Partnership** in connection with consummating such Transfer, at the request of the **General Partner**. The **General Partner** may, at its discretion, charge the Capital Account of the transferor either before or after the Transfer to recover these expenses.

13.5. Substitution of Limited Partners; Effectiveness of Transfers

- 13.5.1.** The admission of any transferee of all or part of the Limited Units of any **Limited Partner** to the **Partnership** as a substituted **Limited Partner** shall require the prior written consent of the **General Partner** (to be granted or withheld at the **General Partner's** absolute discretion) and the written opinion of counsel as specified in Section 13.3 (or, if the transferee is an Affiliate of the transferor, the representations described in Section 13.03).
- 13.5.2.** Any transferee of a **Partnership** interest seeking to become a substituted **Limited Partner** shall execute a counterpart signature page to this **Agreement**, as outlined in Section 5.3, and any other documents reasonably requested by the **General Partner** to effectuate the substitution. This includes assuming the obligations of the transferor **Limited Partner** under this **Agreement**.
- 13.5.3.** The effective date of the admission of a substituted **Limited Partner** will be determined in accordance with Section 5.6. For the Transfer of Limited Units to one or more existing **Limited Partners**, the effective date will be the date on which the transferor and transferee(s) execute a transfer instrument satisfactory in form and substance to the General Partner and provide a copy to the **General Partner**, or any other date determined by the **General Partner**.
- 13.5.4.** Upon the effective date, the transferee will assume the rights and liabilities of the transferor **Limited Partner**, with the Contributions and Capital Account of the transferor becoming those of the transferee to the extent of the transferred interest.

ARTICLE XIV

14. WITHDRAWAL OF PARTNERSHIP INTERESTS

- 14.1. Withdrawals Generally Prohibited.** None of the **Partners** shall possess the privilege of withdrawing their capital and profits from the **Partnership**, unless explicitly stated otherwise in this **Agreement**.

ARTICLE XV

15. INDEMNIFICATION

- 15.1. General Provisions.**

- 15.1.1.** The **Partnership** shall provide indemnification and full protection, to the maximum extent allowed by applicable law, whether currently in effect or subsequently amended. This indemnification shall be extended to any Covered Person who has been or is involved in any legal action, lawsuit, or investigation, whether civil, criminal, administrative, or investigative. This coverage includes Partners of the **Partnership** or individuals acting on behalf of the **Partnership**. The indemnification shall encompass all liabilities, losses, and reasonable expenses, including legal fees, incurred by such Covered Person in connection with such proceedings. However, the Partnership shall only be obligated to indemnify a Covered Person in proceedings initiated by that Covered Person if such commencement was authorized in advance.
- 15.1.2.** The aforementioned right to indemnification shall be in addition to any other rights to which the Covered Person may be entitled and shall apply to the executors, administrators, personal representatives, successors, or assigns of each such Covered Person. If a Covered Person is entitled to indemnification for a claim related to their service as a director or officer of a Third Party, the Covered Person must first seek indemnification and/or insurance benefits from that Third Party before seeking indemnification from the Partnership under this Section 15.1.
- 15.1.3.** The obligation to provide indemnification as outlined in this Section 15.1 is a responsibility of the **Partnership** as a whole, not of any individual **Partner**. Consequently, no **Partner** shall be obliged, under this Section 15.1, to contribute more than the amount they are otherwise required to contribute to the **Partnership** in accordance with the other provisions of this **Agreement**.
- 15.2. Advance Payment of Expenses; Expedited Resolution of Disputes Regarding Indemnification.** The **Partnership** shall cover the expenses, including legal fees, incurred by a Covered Person in defending against any proceeding before its final resolution. However, such advance payment of expenses before the final outcome of the proceeding shall be contingent upon the Covered Person providing an undertaking, as required by law, to repay all amounts advanced if it is ultimately determined that the Covered Person is not entitled to indemnification under this Section.
- 15.3. Insurance.** The **General Partner**, acting on behalf of the **Partnership**, may arrange for the **Partnership** to purchase and maintain insurance, with the **Partnership** covering the costs, provided it is available at a reasonable expense. This insurance is meant to protect the General Partner, Managers, any Principal, any partner, member, stockholder, director, officer, affiliate, employee, or agent of the General Partner or Managers, as well as any member of the Supervisory Board or the Investment Committee. It provides coverage against any liabilities incurred by these individuals in their respective roles or arising from their status in those roles, regardless of whether the **Partnership** has the authority to indemnify them against such liabilities. Furthermore, the **General Partner** may also secure insurance on behalf of the **Partnership**, as long as it is available at a reasonable cost, to

protect any officer, director, or employee of any other organization in which the **Partnership** holds an interest or to which the **Partnership** is a creditor. This insurance provides coverage for similar liabilities, irrespective of whether the **Partnership** has the authority to indemnify these individuals against such liabilities.

- 15.4. Limitation by Law.** If either the **General Partner** or the **Partnership** is subject to any federal or state law, rule, or regulation that imposes restrictions on the extent to which a person may be exonerated or indemnified by the **Partnership**, the indemnification provisions outlined in this **Agreement** shall automatically and without the need for further action by the **General Partner** or the **Limited Partners** be adjusted to comply with these restrictions on exoneration or indemnification, as specified in the applicable federal or state law, rule, or regulation. The rights to indemnification and the advancement of expenses, as described in this section, do not preclude (i) any other rights that a Covered Person may currently possess or subsequently acquire under any law, statute, rule, regulation, charter document, by-law, contract, or agreement to be indemnified by entities other than the Partnership, or (ii) any rights established by this Agreement for receiving payments that resemble indemnification payments.
- 15.5. Exculpation of Covered Persons.** No Covered Person shall be liable to the Partnership or any Limited Partner for the Damages suffered or incurred from any act or omission of the Partnership, any Covered Person, any Partner, or any broker or other agent, except to the extent that any such Damages are in connection with any Exculpation Exclusion Event.
- 15.6. Indemnification of Covered Persons.** Each Covered Person shall be indemnified and held harmless by the Fund, from and against any and all Damages that it suffers or incurs as a result of acts or omissions conducted by it on behalf of the Fund, its management of the business and affairs of the Fund, or any Alternative Investment Structure, except if such Damages are in connection with an Indemnification Exclusion Event.

Any indemnification amount paid shall be reduced by amounts received from other sources and each Covered Person shall refund those amounts that are in excess of the indemnification amount paid.

ARTICLE XVI

16. ACCOUNTING, RECORDS AND REPORTS

- 16.1. Fiscal Year.** The **Partnership's** fiscal year will end on December 31 or on any other year-end date required by applicable provisions of the Internal Revenue Code.
- 16.2. Keeping of Accounts and Records.** The **General Partner** is responsible for maintaining complete and accurate books of account for the **Partnership**, which shall use the accrual method of accounting. These books of account, along with other important documents and records, such as this **Agreement** and its amendments, the Certificate of Limited Partnership, powers of attorney, partner information, tax returns, financial statements, and records of past meetings, shall be kept at the principal office of the Partnership. They

will be accessible for reasonable inspection by the Partners or their authorized representatives.

- 16.3. Inspection Rights.** During normal business hours and with at least ten (10) Business Days' written notice to the **General Partner**, each **Limited Partner** or their authorized representative may reasonably examine the **Partnership's** books, records, accounts, and assets, including bank balances, at their sole expense. Additionally, upon providing three (3) Business Days' written notice to the **General Partner**, **Limited Partners** may request additional information necessary for them to review the Partnership's financial affairs. However, the **General Partner** will maintain control over the management of the **Partnership**, as specified in Section 17-305(b) of the Delaware Act. Furthermore, the **General Partner** may limit or prohibit access to certain information it considers proprietary or confidential.
- 16.4. Annual Financial Statements; Reports to Limited Partners.** Within ninety (90) days after the end of each fiscal year, the **General Partner** will provide each Partner with their Schedule K-1 (Internal Revenue Service Form 1065) or an equivalent report, indicating their share of income, expenses, deductions, tax credits, and the status of their Capital Account for federal income tax purposes. Additional information may be provided upon request to help Partners with their tax returns or other reporting requirements. The General Partner will also furnish a list of Portfolio Investments valued at fair market value and a narrative report on the **Partnership's** status and operations within 180 days after the close of each fiscal year and within sixty (60) days after the end of each calendar quarter, respectively. These reports will include information on anticipated **Partnership** transactions if such information is not confidential.
- 16.5. Annual Meetings.** The **Partnership** shall conduct annual meetings within the United States to provide **Limited Partners** with an opportunity to review and discuss the **Partnership's** investment activities. The Principal(s) will make themselves available to respond to **Limited Partners'** reasonable requests for information. These meetings may be held in person, by phone, or electronically in accordance with legal requirements. Any action that could be taken at the Annual Meeting may also be authorized through written consent as long as the approval is obtained from the Partners and General Partner in the same proportion as required for a meeting in person.
- 16.6. Accounting Method.** The Partnership will use the accounting method for federal income tax purposes determined by the **General Partner**, unless the Internal Revenue Code requires a different method.

ARTICLE XVII

17. WAIVER AND AMENDMENT

- 17.1. Waiver and Amendment.** Except as provided differently in this **Agreement**:

- 17.1.1. Any terms or provisions in this **Agreement** may only be waived, modified, or amended if the **General Partner** and **Limited Partners** representing at least a majority of the Limited Partners' Interests agree in writing.
- 17.1.2. However, any provision of this **Agreement** that requires a larger percentage of **Limited Partners'** Interests for an amendment may only be waived, modified, or amended with the written consent of the **General Partner** and that larger percentage of **Limited Partners** as required by that section.
- 17.1.3. No amendment, modification, or waiver may:
 - 17.1.3.1. Increase the obligations of any Partner under this **Agreement** without the written consent of that **Partner**.
 - 17.1.3.2. Change or waive the terms of this Article XVII without the consent of each **Partner**.
 - 17.1.3.3. Change or waive any provision in this **Agreement** that requires the vote, consent, or action of more than a majority of the **Limited Partners** without the consent of the higher percentage of **Limited Partners** specified in that provision.
- 17.1.4. The **General Partner** is responsible for distributing any proposed waiver, modification, or amendment to all **Partners** and providing copies of approved waivers, modifications, or amendments to this **Agreement**. However, the **General Partner** may unilaterally amend Exhibit B at its sole discretion.

ARTICLE XVIII

18. GENERAL PROVISIONS

- 18.1. **Notices.** In this **Agreement**, written communication is the standard, with various methods specified for proper delivery. These methods include personal delivery, mailing via first class U.S. mail, prepaid telegram, electronic facsimile transmission, telex, or email. In any case, the communication shall be taken as received 3 business days after sending it. Additionally, using a reputable overnight courier service for overnight delivery is an accepted means of communication. The **Agreement** also outlines where to direct communications, either to the **Partnership** at the addresses specified in Section 2.03 or to individual **Partners** at their designated addresses in Exhibit B or their **Partnership** admission documents. Parties can update their communication addresses through written notice to the other parties as needed.
- 18.2. **Power of Attorney.**
 - 18.2.1. Each **Partner** hereby designates and authorizes the **General Partner** as its legal representative and attorney-in-fact, allowing the **General Partner** to act in its

name, place, and stead. This authorization empowers the **General Partner** to perform various actions, including executing, signing, acknowledging, delivering, and filing necessary documents, such as the Certificate and other instruments required to maintain the **Partnership's** legal existence, effectuate dissolution in compliance with Delaware law, make amendments to this Agreement and the Certificate, and handle matters related to the admission, substitution, or increased contribution of **Partners**. It's important to note that the actions taken by the **General Partner** under this power of attorney must not adversely affect the limited liability of any **Limited Partner**.

- 18.2.2.** Partners are aware that this **Agreement** permits specific amendments and actions regarding the Partnership to be approved or carried out by less than all Partners. If certain actions or amendments are proposed and approved by Partners as specified in this **Agreement** but a **Partner** refuses to consent (referred to as a non-consenting Partner), the aforementioned special attorney, with full power of substitution, is authorized to execute necessary documents on behalf of the non-consenting Partner to lawfully implement the approved amendments or actions. **Partners** acknowledge that they have granted this special power of attorney to facilitate the orderly administration of the Partnership's affairs.
- 18.2.3.** The authority granted in (a) above is an irrevocable special power of attorney coupled with an interest in favor of the **General Partner**. It remains valid even if a **Partner**, who is a natural person, passes away or becomes disabled, or if a **Partner**, which is a corporation, association, partnership, or trust, undergoes a merger, dissolution, or other termination of existence. However, this authority may terminate if a **Partner** assigns its entire interest, except in cases where the assignee provides a power of attorney for the purpose of substitution.
- 18.2.4.** The **General Partner** must require a transferee of a **Partner** to execute a similar power of attorney as a condition for admission as a substituted Partner.
- 18.3. Waiver of Partition.** Each Limited Partner hereby permanently and unconditionally relinquishes any rights it may possess to initiate legal proceedings seeking the division of any of the Partnership's assets through partition.
- 18.4. Additional Documents.** Each **Partner** hereby commits to executing any certificates, counterparts, amendments, instruments, or documents that may be necessary to comply with the laws of the various states or other jurisdictions in which the **Partnership** operates, in accordance with the legal requirements governing limited partnerships in those states or jurisdictions.
- 18.5. Binding on Successors.** This **Agreement** shall be legally binding upon and shall confer benefits upon the respective heirs, successors, assigns, and legal representatives of the parties to this Agreement.

- 18.6. Public Records Law and Other Required Disclosure.** In the event that a Limited Partner that is subject to Public Records Laws is required to disclose information, and such disclosure would render such information available publicly, the General Partner may, if it in good faith deems such action to be advisable, to the fullest extent permitted by the Act, limit the information that is disclosed to such Limited Partner to prevent disclosure or future disclosure of such information, including by limiting the ability of the Limited Partner to receive, make or retain copies of such information, or may require the Limited Partner to return such information previously provided to it to the extent legally permitted; provided that the Fund shall nevertheless be required to provide the reports, statements and information provided pursuant to Section 16 '*Books and Records; Reports to Limited Partners*', to the extent such information relates to the Fund as a whole or is information regarding such Limited Partner's individual Capital Account. In the event that the General Partner so determines to limit the information to be provided to a Limited Partner, the General Partner shall use reasonable best efforts to make such information available to such Limited Partner through an alternate means, provided that such information would not thereby become subject to public disclosure, and may to accomplish such objective limit the taking of notes or the photographing, printing, recording or otherwise documenting such information.
- 18.7. Counterparts.** This **Agreement** or any amendment thereto may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute a single agreement (or amendment, as applicable).
- 18.8. Action by Limited Partners.** Whenever action is required by this **Agreement** to be taken by a specified percentage in Limited Units, such action shall be considered valid if it is taken through a written vote or written consent of those **Limited Partners** (excluding any Defaulted Partners) whose Subscriptions represent the specified percentage of the total Capital Contributions made by all **Limited Partners** to the **Partnership** at that time.
- 18.9. Governing Law.** This **Agreement** shall be governed by and interpreted in accordance with the laws of the State of Delaware.
- 18.10. Securities Act Matters.**
- 18.10.1.** Each Partner acknowledges and understands that, in addition to the transfer restrictions outlined in this **Agreement**, they must assume the economic risks associated with their investment for an indefinite period. This is because the Partnership interests have not been registered under the Securities Act, making it unlawful to sell or otherwise transfer these interests unless they are registered under the Securities Act or an exemption from such registration is available. Each **Partner** agrees with all other **Partners** that they will not sell or otherwise transfer their interest in the **Partnership** unless it has been registered or, in the opinion of counsel for the **Partnership**, or other counsel reasonably acceptable to the Partnership, an exemption from registration is available.

- 18.10.2.** Legend. Any certificate representing the Partnership's Securities shall bear the following legend or a similar legend as required by applicable law:

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended ('the Securities Act'), and may not be sold, pledged, hypothecated, donated, or otherwise transferred, whether or not for consideration, unless either the securities have been registered, or an exemption from such registration requirement is available under the Securities Act. If an exemption from the registration requirement is claimed, the Partnership may require a written opinion of counsel, satisfactory to counsel for the Partnership, confirming that an exemption from registration is applicable.

In addition, the sale, transfer, and other disposition of these securities are subject to the terms of this Limited Partnership Agreement, as amended from time to time, by and among the Partnership and the parties signatory thereto, including the holder hereof (the 'Partnership Agreement'), a copy of which Partnership Agreement is on file at the offices of the Partnership. No transfer of such shares shall be valid or effective except in accordance with the Partnership Agreement."

- 18.11. Authority of General Partner.** Any individual or entity engaging with the **General Partner** in transactions or agreements will not be obligated to ascertain the **General Partner's** authority to enter into commitments or obligations on behalf of the Partnership. They are also not required to investigate or verify any facts or circumstances related to the **General Partner's** authority. Importantly, the actions undertaken by the **General Partner** in the management of the **Partnership**, as authorized by this **Agreement**, will be legally binding on the **Partnership**, regardless of any conflicting provisions in this **Agreement**.
- 18.12. Arbitration.** Any dispute arising from or related to this **Agreement** will be settled through binding arbitration, as outlined in this Section 18.11. The arbitration proceedings will take place in Broward County, Florida, and will be presided over by three arbitrators chosen based on the recommendations of the American Arbitration Association. Each party involved will present its entire case to the arbitrators, who will then choose one party's requested relief without any alterations. Subsequently, the arbitrators will provide a written award, along with a detailed explanation of the grounds for their decision. This arbitration decision is final and binding, with the costs of arbitration shared equally between the parties. If necessary, the arbitration award can be enforced in a court with proper jurisdiction.
- 18.13. Tax Matters Partner.** The "tax matters partner," as defined in Section 6231 of the Code, for the **Partnership** will be the **General Partner**, referred to as the "Tax Matters Partner." The Tax Matters Partner cannot resign from this role unless, upon their resignation's effective date, another general partner is designated as the new Tax Matters Partner, as determined solely by the **General Partner**. While serving in the capacity of **Tax Matters Partner**, they will not receive any additional compensation from the **Partnership**. However, all legal and accounting expenses incurred by the Tax Matters Partner, along with other expenses considered Operating Expenses, will be covered by the **Partnership**,

except for expenses related to resolving disputes specifically involving "partnership items" (as defined in Section 6231 of the Code) that exclusively affect the General **Partner**. The Tax Matters Partner is authorized to engage accountants, attorneys, and agents as they, in their sole discretion, deem necessary or helpful in fulfilling their duties. Any individual acting as the Tax Matters Partner will not be held liable to the **Partnership** or any **Partner** for actions taken or not taken in their capacity as Tax Matters Partner, unless such actions or omissions constitute a violation of the **General Partner's** duty of care as outlined in this Exhibit B.

- 18.14. Contract Construction.** Wherever the language used in this **Agreement** allows, the use of the masculine gender will encompass the feminine and neuter genders, and references to the singular or plural form will be interchangeable with each other. The invalidity or unenforceability of any one or more provisions of this **Agreement** will not impact the validity of the other provisions, and this **Agreement** will be interpreted as if any such invalid or unenforceable provision(s) were not included. When this **Agreement** makes references to specific sections of the Code or the Delaware Act, those references will be considered as referring to those sections as they may be amended following the date of this **Agreement**.
- 18.15. Section Headings.** The headings and captions used in this **Agreement** are provided for convenience purposes only and do not serve to define or restrict the meaning of any term or provision contained in this **Agreement**.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this **Limited Partnership Agreement** as of the day, month and year first above written.

GENERAL PARTNER

THRIVE GENERAL PARTNER LLC

Name: Aurelio Tobon Estrada

Title: Manager

LATAM FINTECH LENDING SPV-1, LP
LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has signed this Agreement to acquire limited partnership Units (referred to as "Units") in **LATAM FINTECH LENDING SPV-1, LP** (referred to as the "Partnership"). This page serves as the signature page for both (i) the Subscription Agreement detailing the investment amount indicated below and (ii) the Limited Partnership Agreement of the Partnership. Upon approval by the General Partner, the undersigned will become a Limited Partner of the Partnership and hereby grants consent for this signature page to be affixed to a counterpart of the Limited Partnership Agreement signed by the General Partner.

ACCEPTANCE

Name	
Residence Address	
Phone number	
Government Tax ID Type	
ID Number	
Email address	

ACCEPTANCE

By	LATAM FINTECH LENDING SPV-1, LP
Name	THRIVE GENERAL PARTNER LLC

EXHIBIT A

Agreement's Definitions

This Annex contains the principal terms and definitions of the Agreement. Any capitalized and not otherwise defined terms herein shall bear the meaning ascribed to them in the Agreement

Accredited Investor	Under the context of Regulation S, an accredited investor is a non U.S. person and is eligible to participate under the terms of Regulation S. Under the context of Rule 501 of Regulation S of the Securities Act, it means a Limited Partner or equivalent investor that generally meets one of the requirements below: (i) a natural person whose individual net worth or joint net worth with their partner, in whatever capacity, is equivalent at the time of purchase exceeds \$1,000,000 (excluding the value of his or her primary residence); (ii) a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with their partner, in whatever capacity, equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; (iii) an entity whereby all the equity owners are accredited investors; or (iv) a business organization, not formed for the specific purpose of acquiring the Interest, with total assets in excess of \$5,000,000.
Accounting Period	An Accounting Period shall be (a) a calendar year if there are no changes in the Partners' respective interests in the Profits or Losses of the Fund during such calendar year except on the first day thereof, or (b) any other period beginning on the first day of a calendar year, or any other day during a calendar year upon which occurs a change in such respective interests, and ending on the last day of a calendar year, or on the day preceding an earlier day upon which any change in such respective interests shall occur.
Acquisition Cost	It is the aggregate amount of Capital Contributions that have been used to fund a Portfolio Investment and any expenses reasonably and properly attributed thereto.
Adjusted Capital Account Deficit	With respect to any Partner, the deficit balance, if any, in such Limited Partner's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (a) Credit to such Capital Account any amounts which such Partner is obligated to restore

	pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (b) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6). The definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.
Affiliate	A Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified. As used in this definition, “control” means the power to direct the management or policies of a Person, directly or indirectly, whether through the holding of Securities, by contract or otherwise.
Affiliated Partner	Any Partner that is an Interested Person.
Agreement	It is this Limited Partnership Agreement of LATAM FINTECH LENDING SPV-1, LP , including all schedules hereto, as amended, restated or supplemented from time to time in accordance with the terms hereof.
Benefit Plan Investors	It is (i) an “employee benefit plan” subject to Title I of ERISA, (ii) a “plan” subject to Code §4975 or (iii) an entity whose assets are deemed to include Plan Assets of any such “employee benefit plan” or other “plan.”
Business Day	Means any day (other than a Saturday, Sunday or Holidays) on which banks are open for general business in Delaware.
Capital Accounts.	A Capital Account shall be established on the books and records of the Fund for each Partner.
Capital Contribution	The amount contributed to the Fund or the aggregate amount so contributed by each Partner pursuant to the terms of this Agreement.
Capital Contributions Conditions	They are the conditions established in the Subscription Agreements of each Limited Partner or if any on which the Capital Contributions will be paid.
Change of Control	Any conduct that results directly or indirectly in (i) the ceasing to control the General Partner, provided that the General Partner shall promptly notify the Limited Partners of any

	transfer by any of the Persons of their control of the General Partner provided that the General Partner shall promptly notify the Limited Partners of any transfers by any of the Persons of any portion of their entitlement to their Interest, and “control” as used in this definition with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the conduct, management or policies of such Person, whether through the ownership of securities, by contract, agreement or otherwise.
Code	Means the U.S. Internal Revenue Code of 1986.
Commitment	It is the amount that each Partner has committed to contribute to the Fund, as set forth in the Subscription Agreement of such Partner and as accepted by or on behalf of the Fund or, in the case of the General Partner, the amount set out in Section of <i>General Partner Commitment</i> , and in each case, the Commitment of each Partner shall be set out opposite its name in Schedule 1 (<i>Partner Commitments</i>), as such amount may be increased by such Partner pursuant to Section of <i>Subsequent Closings</i> .
Commitment Period	It is the term from the Commencement Date to its eight anniversary, subject to a 2-year extension by the General Partner.
Covered Person	Means the General Partner, its respective Affiliates, partners, members, employees, directors and/or officers.
Damages	Any losses, claims, demands, actions, judgments, arbitral decisions, orders, fines, penalties or liability of any nature, including reasonable attorneys’ fees, out-of-pocket expenses and court costs.
Distributable Proceeds	From time to time, is the cash proceeds of any sale, refinancing or similar transaction involving a Portfolio Investment, decreased by the Fund Expenses indebted.
ERISA	Means the U.S. Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder.
Exculpation Exclusion Event	Means, with respect to the relevant Covered Person, any conduct or lack of conduct in relation to the activities of the Fund that constitutes any of the following: (a) fraud, bad faith or willful misconduct; (b) gross negligence or reckless disregard; (c) a breach of any of the terms of this Agreement, including a breach of Section of <i>Standard of Care</i>, or any other Fund Document;

	(d) a violation of any laws, regulations, judgments, orders or other legally enforceable actions, domestic, foreign or multinational, or any other conduct described in clause (iv) or clause (v) of the definition of “Removal Conduct”; (e) a selection of a broker or other agent in bad faith; or (f) any and all matters based upon, arising out of or otherwise with respect to any Proceeding between or among Covered Persons or Interested Persons.
FATCA	Foreign Account Tax Compliance Act (FATCA)
Final Closing Date	It shall be the date when all the Fund's obligations with the Limited Partners and third parties are fulfilled.
Fiscal Year	The fiscal year of the Fund for financial and accounting purposes shall be the calendar year
Fund Manager	Means any Fund Manager appointed by the General Partner. For the avoidance of doubt, the Fund Manager shall not be registered as an investment adviser with the U.S. Securities and Exchange Commission pursuant to exemptions from the registration provisions of the Investment Advisers Act of 1940.
Indemnification Exclusion Event	Means, with respect to the relevant Covered Person: (a) any Exculpation Exclusion Event; or (b) such Covered Person's insolvency, administration, termination, liquidation, involuntary reorganization, bankruptcy or suspension of payments (or equivalent under foreign law).
Interest	Means the interest of a Partner in the Fund at any time, including the right of such Partner to any and all benefits to which such Partner would be entitled as provided for in this Agreement.
Interested Person	Means each of the General Partner or any member of the General Partner's or any of their respective relatives, employees, directors, officers, members, shareholders and partners and any Affiliate of any of the foregoing.
Investment Company Act	Means the U.S. Investment Company Act of 1940 and the rules and regulations promulgated thereunder.
Limited Partner	Any non-US Person that is admitted to the Fund as a limited partner and any Person that has been admitted to the Fund as a substitute or Subsequent Limited Partner in accordance with this Agreement.

Limited Partner Regulatory Problem	(i) with respect to any Limited Partner, such Limited Partner (or any employee benefit plan that is a constituent of such Limited Partner) would be in material violation of applicable law if such Limited Partner were to continue as a Limited Partner of the Fund, (ii) with respect to any Benefit Plan Investor, the Fund's assets are deemed to include Plan Assets of such Limited Partner, or (iii) with respect to any Limited Partner, the General Partner otherwise agrees in writing, in its sole discretion and at the request of such Limited Partner, that the provisions of Section of <i>Excused Limited Partners</i> shall apply to such Limited Partner in certain specified circumstances to the same extent as if such Limited Partner had a Limited Partner Regulatory Problem pursuant to clause (i) or (ii) above or that is reasonably likely to result in a "prohibited transaction" under ERISA.
Liquidator	the General Partner shall manage the termination and liquidation of the Fund, except if the Fund Manager or a liquidator is appointed.
Material Adverse Effect	Means (i) a violation of a statute, rule or regulation applicable to a Partner that is reasonably likely to have a material adverse effect on a third party or any Affiliate thereof or on any Fund Vehicle, the General Partner or any of its respective Affiliates or on any Partner or any Affiliate of any such Partner, (ii) an occurrence that is reasonably likely to subject a third party or any Affiliate thereof, the General Partner or any of its respective Affiliates or any Partner or any Affiliate of any such Partner, to any material non-tax regulatory requirement to which it would not otherwise be subject, or that is reasonably likely to materially increase any such regulatory requirement beyond what it would otherwise have been, (iii) an occurrence that is reasonably likely to result in a Limited Partner Regulatory Problem, (iv) the application to the BHCA Partner or any of its Affiliates of Section 23A or 23B of the Federal Reserve Act with respect to its investment in the Fund or any Third Party that was not applicable to such BHCA Partner at the time of its admission to the Fund, (v) an occurrence that is reasonably likely to result in a Regulatory Issue, or (vi) a violation of any written policy of a Limited Partner that the General Partner has agreed in writing on or prior to the date of such Limited Partner's admission to the Fund is likely to have a material adverse effect on such Limited Partner and so should entitle such Limited Partner to be excused from the relevant Capital Contributions (provided that such policy remains in effect as of the date on which a determination of Material Adverse Effect is being made).

Minimum Amount of Units	It is the minimum interest that a Limited Partner has to purchase in order to become part of the Partnership: thirty thousand dollars (\$30,000) for thirty thousand (30,000) Units
Network	A Network refers to any interconnected system of digital platforms, applications (apps), or web-based services that utilize the Limited Partnership, General Partner or other related party, financial technology. This includes, but is not limited to, systems that facilitate communication, data exchange, and financial transactions through Latam Fintech Lending SPV1 LP services, ensuring efficient and secure interactions across various digital mediums.
Non-U.S. Partner	Means, with respect to any determination hereunder, any Limited Partner that is not (or any Limited Partner that is a flow-through entity for federal income tax purposes that has a partner or member that is not) a “United States person” (as defined in Section 7701(a)(30) of the Code) and that has notified the General Partner in writing of such status at any time prior to such determination.
Organizational Expenses	The Fund shall pay or reimburse the General Partner and its Affiliates for their pro rata share of all fees and expenses reasonably and properly incurred by any of them in connection with the formation of the Fund, including travel, meals and lodging (but not including entertainment expenses or the costs of private air travel) related thereto and the costs of compliance with the “<i>most favoured nation</i>” process, and excluding the fees and expenses of any placement agent.
Partner	They are the General Partner and the Limited Partners.
Person	Any individual or entity, including a corporation, partnership, association, limited liability company, limited liability partnership, unincorporated association, trust, government or governmental agency or authority.
Plan Assets	It means “plan assets” of Benefit Plan Investors under the Plan Assets Regulation.
Plan Asset Regulation	The U.S. Department of Labor regulation codified at 29 C.F.R. §2510.3-101, as modified by Section 3(42) of ERISA.
Portfolio Investments	The investments made by the Fund.

Proceeding	Any investigation, litigation, threatened litigation, action, suit, arbitration, dispute, claim or other proceeding, whether civil or criminal, administrative or investigative.
Public Records Law	Any statute or regulation of any jurisdiction which gives members of the public the right on request to view or obtain the records of any governmental body or agency or authority or related entity not otherwise made publicly available.
Regulations	Means the temporary and final regulations promulgated by the U.S. Department of the Treasury under the Code.
Remaining Commitment	It is the amount of each Partner's Commitment decreased by the amount of such Partner's Capital Contributions and increased by the amount equal to all distributions from the Fund to such Partner, determined at any date, to the extent: (a) that such distributions represent such Partner's Capital Contributions returned: (i) without being used by the Fund; or (ii) in connection with the receipt of an Equalization Payment on the admission of a Subsequent Closing Partner to the Fund; or (b) provided for in the <i>Reinvestment</i> clause in Section '<i>Capital Accounts and Contributions</i>' of for the avoidance of doubt, solely for the purposes described therein.
Removal Conduct	Means any of the following circumstances: (a) with respect to the General Partner or any of their respective Affiliates, any conduct or lack of conduct that constitutes any of the following: (i) fraud, bad faith or willful misconduct; (ii) gross negligence or reckless disregard in relation to activities of the Fund; (iii) either (A) a breach of <i>Duty of Care</i>, or (B) a material breach of any of the other terms of this Agreement or of any other document related to the Partnership; (iv) a material violation of securities, commodities, AML/OFAC or corrupt practice laws, rules or regulations, provided that, such violations are limited to conduct or lack of conduct in relation to the activities of the Fund; (v) criminal conduct; provided that, such conduct is limited to crimes related and material to the

	duties to and with respect to the General Partner for which the maximum sentence is more than a fine; or (vi) any order, judgement or decree of any court, arbitral tribunal or regulatory authority which prohibits, prevents or materially impairs such Person from carrying on its duties or performing its obligations with respect to the Fund. (b) with respect to the General Partner Change of Control, insolvency, administration, termination, liquidation, involuntary reorganization, bankruptcy or suspension of payments (or equivalent under foreign law).
Removal Date	The date on which the General Partner shall be removed from its respective positions in connection with the Fund, the date of removal shall be stipulated in the written notice as provided by the Limited Partners.
Reserves	Means appropriate reserves for the payment of reasonably anticipated Fund Expenses in any amount not to exceed 10% of Commitments.
Securities	Means shares, partnership interests, limited liability company interests, warrants, options, bonds, loans and loan notes, debentures and other equity and debt instruments of whatever kind of any Person, whether readily marketable or not.
Subscription Agreement	Means the subscription agreement entered into by each Partner and Subsequent Closing Partner in connection with its purchase, or the Transfer, of an Interest, and pursuant to which such Partner or Subsequent Closing Partner agrees to, and does, become a party to, and bound by, this Agreement with respect to the relevant Interest.
Suspension of Investments	If the General Partner considers appropriate to suspend the investments, the Commitment Period shall be automatically suspended and no drawdown notices may be issued to pay different amounts other than to pay Fund Expenses, complete investments the Fund is legally bound to

	complete, and repay indebtedness and satisfy liabilities of the Fund incurred prior to such suspension.
Tax Exempt Partners	Means any Partner exempt from tax at federal, state or local level on income or transactions.
Third Party	Any Person in which a Portfolio Investment is made, whether directly or indirectly, and continues to be held, by the Fund.
Transfer	Means a transfer or assign, pledge, mortgage, or otherwise dispose of in any form, directly or indirectly, all or in part, including but not limited to the rights, duties, profits, cash and obligations given to the Partners or the Fund Manager.
Transferee	The Person to whom such Transfer is to be made
Transferor	The Limited Partner proposing to effect the Transfer

EXHIBIT B
Names, Addresses and Subscriptions of Partners

GENERAL PARTNERS

LIMITED PARTNERS

NAME	ADDRESS	EMAIL	TOTAL SUBSCRIPTION AMOUNT