



**GARRINGTON PRIVATE CREDIT TOKEN *EN COMMANDITE* LIMITED PARTNERSHIP
AGREEMENT**

FOR THE SINGLE PURPOSE OF INVESTING IN :

GARRINGTON PRIVATE CREDIT FUND II

made between

RainFin Pty Ltd

Registration number: 2008/029213/07

(as the “**General Partner**” to the Partnership)

and

Coral Cove Capital Ltd.

(as the “**Initial Limited Partner**” to the Partnership)

and

THE LIMITED PARTNERS – Being Token Holders

(being the Persons who, from time to time, are admitted to the Partnership as Limited Partners, as defined below, **by acquiring Tokens from the Initial Limited Partner, the Partnership or other Limited Partners**)

This Agreement may be executed electronically by the General Partner. It shall not be required to be signed by the Limited Partners, and by purchasing the Tokens, the Limited Partners are deemed to accept all the terms and provisions herein and to be bound by such terms of this Agreement

LIMITED *EN COMMANDITE* PARTNERSHIP AGREEMENT

RECORDAL

- A. The General Partner wishes to establish the Limited *en Commandite* Partnership “**The Partnership**” to invest in the Asset.
- B. The Partnership will carry on the business as a private equity fund and to this end will hold, monitor and receive the economic interests derived from the **Single Asset**.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the context requires otherwise, words defined in the Terms and Conditions shall have the meanings ascribed to them as contained therein in this Agreement, save that the following terms shall have the ascribed meanings in this Agreement as set out below:

- 1.1.1. “**Accounting Date**” means the last day of December in each year, or such other date as the General Partner may determine, or in the case of the final Accounting Period, the date referred to in 14 when the Partnership is terminated;

- 1.1.2. “**Accounting Period**” means a period ending on an Accounting Date and beginning on the first day following the preceding Accounting Date, or, in the case of the first Accounting Period, beginning on the Commencement Date;

- 1.1.3. “**Admission Date**” in relation to a Limited Partner means the date on which a Limited Partner is admitted as a Limited Partner in terms of this Agreement, which shall be the date of issue of the Limited Partner Tokens to a Limited Partner by the Limited Partner affecting settlement of the Token Purchase Price to the Partnership in respect of the Tokens purchased by that Limited Partner;

- 1.1.4. “**Agreement**” means the *en Commandite* partnership agreement recorded herein, including the Appendices and amendments hereof as amended and restated from time to time as contemplated herein;

- 1.1.5. “**Appendices**” means the annexes attached hereto and “**Appendix**” refers to each one of them;

- 1.1.6. “**Asset**” means Class A Shares of Garrington Private Credit Fund II held by the Partnership from time to time;

- 1.1.7. “**Auditors**” means Mazars or such other auditors of the Partnership appointed from time to time in terms of clause 13.2;

- 1.1.8. **“Authorised Expense”** means an expense of the Partnership properly incurred by the Partnership in terms of clause 12;
- 1.1.9. **“Business Day”** means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;
- 1.1.10. **“Caep Asset Managers”** means Caep Asset Managers (Pty) Ltd, a registered company in South Africa (Reg. No. 2007/025932/07), that has been approved as a Category 2 authorised financial services provider (FSP 33933) by the South African Financial Sector Conduct Authority, and who has been appointed as the Asset manager in terms of this Agreement;
- 1.1.11. **“Capital Account”** means the capital account of a Limited Partner in the books of the Partnership, referred to in clause 6;
- 1.1.12. **“Capital Investment”** means, with respect to each Limited Partner and except as otherwise contemplated herein, any amount of capital contributed by a Limited Partner to the Partnership or the aggregate amount so contributed by that Limited Partner, being the amounts contributed from the purchase of Tokens, being the Purchase Prices of all Tokens purchased by that Limited Partner;
- 1.1.13. **“Capital Schedule”** means the schedule retained by the General Partner setting out the number of Tokens held by each Limited Partner, the Capital Investment of each Partner and the Participation Ratio from time to time of the Partners, as updated from time to time as contemplated herein;
- 1.1.14. **“Commencement Date”** means the Signature Date;
- 1.1.15. **“Completion Date”** means the date upon which all of the Tokens have been redeemed, all Redemption Proceeds due in respect of such Tokens have been duly paid to the Limited Partners in accordance with the terms of this Agreement and the Token Documentation and the Tokens duly burnt;
- 1.1.16. **“Dispose”** means sell, exchange, donate, lend, transfer, realise, alienate, cede or assign or in any manner whatsoever dispose, or pledge or encumber in any manner whatsoever;
- 1.1.17. **“FICA”** means the Financial Intelligence Centre Act, 38 of 2001;

- 1.1.18. **"GAAP"** means the generally accepted accounting principles as recommended from time to time by the Chartered Professional Accountants of South Africa or any successor entity;
- 1.1.19. **"Garrington Private Credit Fund II"** means Garrington Private Credit Fund II Ltd., an open-ended mutual fund formed pursuant to the laws of the Cayman Islands;
- 1.1.20. **"General Partner"** or **"Disclosed Partner"** means and thereafter any person who is appointed as the General Partner in terms of this Agreement, RainFin is the appointed General Partner at Commencement;
- 1.1.21. **"Initial Closing Date"** means 1 (one) Business Day after the purchase of the Initial Subscription by the Initial Limited Partner;
- 1.1.22. **"Initial Subscription"** means the initial subscription by the Initial Limited Partner for Tokens;
- 1.1.23. **"Investment"** means the purchase of Class A Shares of Garrington Private Credit Fund II by the Partnership;
- 1.1.24. **"Limited Partner"** or **"Limited Partners"** means any person who is admitted in terms of clause 3 as an Initial Limited Partner and/or a limited Partner of the partnership;
- 1.1.25. **"Liquidation Event"** means an event whereby the Partnership commits an act, which if the Partnership were a natural person, would be an act of insolvency as contemplated in terms of section 8 of the Insolvency Act of 1936, as amended;
- 1.1.26. **"Liquidator"** means the liquidator of the Partnership, appointed in terms of clauses 14.1;
- 1.1.27. **"Manager"** means a qualified Asset Manager, appointed by the General Partner from time to time, which may be the General Partner, CAEP Asset Managers is appointed at the Commencement date;
- 1.1.28. **"Management Agreement"** means the management agreement entered into or to be entered into between the General Partner on behalf of the Partnership and the Manager;
- 1.1.29. **"Management Fee"** means the management fee payable by the Partnership to the Manager, and calculated, in terms of the Management Agreement;

- 1.1.30. **“Market Maker”** means the market maker appointed by the General Partner from time to time;
- 1.1.31. **“Market Maker Redemption Date”** means the last Business Day of each calendar week the Market Maker, in its capacity as a Limited Partner, may redeem Tokens for the Weekly Redemption Price, which shall be no less one (1) day after receipt of Redemption Notice by the Market Maker;
- 1.1.32. **“Market Maker Redemption Notice”** means a notice filed by the Market Maker, in its capacity as a Limited Partner, to the General Partner requesting to redeem Tokens and specifying the full details of the Market Maker, the Market Maker’s Nominated Wallet to receive the Redemption Proceeds and the number of Tokens which the Market Maker wishes to redeem;
- 1.1.33. **“Monthly NAV”** means the NAV calculated on a monthly basis as of the last Business Day of a calendar month;
- 1.1.34. **“Monthly Redemption Date”** means the last Business Day of each calendar month a Limited Partner may redeem Tokens for the Monthly Redemption Price;
- 1.1.35. **“Monthly Redemption Price”** means the price per Token being redeemed which is calculated based on a Monthly NAV;
- 1.1.36. **“Monthly NAV Calculation Date”** means (i) in the case of a Redemption Notice received at least five (5) Business Days prior to the last Business Day of that month, the last Business of that current month and (ii) in the case of a Redemption Notice received less than five (5) Business Days prior to the last Business Day of the current month, the last Business Day of the following calendar month.
- 1.1.37. **“NAV Calculation Date”** means any day as designated by the Partnership for the calculations of the Net Asset Value, including the Monthly NAV Calculation Date and the Weekly Calculation Date, as the case may be;
- 1.1.38. **“Net Asset Value” or “NAV”** means the intrinsic value of a single Token in the Partnership at a given time calculated by deducting the total liabilities from total assets of the Partnership and dividing by the total number of outstanding Tokens.
- 1.1.39. **“Nominated Wallet”** means the digital wallet address nominated by the Limited Partner during the registration on the RainFin Platform and any subsequent wallet address to which the Token is subsequently transferred;

- 1.1.40. **"Offer Date"** means each date that the Tokens become available for purchase on the RainFin Platform;
- 1.1.41. **"Organisational Fees"** means all fees, costs and expenses reasonably and properly incurred by the General Partner or its affiliates in connection with the formation offering of the Partnership, as applicable, including related legal, consulting, accounting, regulatory filings, printing, travel, meals and lodging/accommodation and including expenses related to the preparation or amendment of the Partnership governing documentation and related ancillary documentation;
- 1.1.42. **"Participation Ratio"** means the percentage of the total amount of Tokens held by each Partner against the aggregate of all Tokens in circulation at that given time;
- 1.1.43. **"Partners"** means the General Partner and/or any of the Limited Partners, as the context may require, and **"Partner"** shall mean any of them as the context may require;
- 1.1.44. **"Partnership"** means this **GARRINGTON PRIVATE CREDIT TOKEN *EN COMMANDITE* LIMITED PARTNERSHIP**, being the limited (en commandite) partnership established by this Agreement;
- 1.1.45. **"Partnership Documents"** means this Agreement, the Token Documentation and any other agreements related to the Partnership;
- 1.1.46. **"Partnership Account"** means the account of the Manager or any such other account nominated by the Partnership from time to time;
- 1.1.47. **"Parties"** means those persons who are a signatory hereto or who are or become a Partner in terms of this Agreement and the Terms and Conditions; and **"Party"** means any one of them;
- 1.1.48. **"Partnership Interest"** in relation to a Limited Partner means the interest of that Limited Partner in the Partnership for the time being, according to the Participation Ratio;
- 1.1.49. **"Person"** means any individual or entity, including a corporation, partnership, association, limited liability Partnership, limited liability partnership, unincorporated association, trust, government or governmental agency or authority;

- 1.1.50. **"Primary Subscription"** means a subscription for Tokens by a Person that is not already a Limited Partner;
- 1.1.51. **"Purchase Price"** means the purchase price per Token, calculated based on the most recent **NAV per Token, as declared by the Partnership**;
- 1.1.52. **"RainFin"** means RainFin (RF) (Pty) Ltd, Registration Number 2008/029213/07, Registered Financial Services (FSB 45756) who is the General Partner of this Partnership;
- 1.1.53. **"RainFin Platform"** means, www.rainfin.com the RainFin blockchain based platform and related functions operated by RainFin from time to time or such other replacement platform utilised by RainFin from time to time;
- 1.1.54. **"Redemption Date"** means either a Weekly Redemption Date or Monthly Redemption Date, as the case may be;
- 1.1.55. **"Redemption Fee"** means the one percent (1%) fee charged by the Partnership to the Market Maker for Weekly Redemptions, as further set out in this Agreement;
- 1.1.56. **"Redemption Notice"** means a notice filed by a Limited Partner to the General Partner requesting to redeem Tokens and specifying the full details of the Limited Partner, the Limited Partner's Nominated Wallet to receive the Redemption Proceeds and the number of Tokens which the Limited Partner wishes to redeem;
- 1.1.57. **"Redemption Price"** means either the Monthly Redemption Price or the Weekly Redemption Price, as the case may be;
- 1.1.58. **"Redemption Proceeds"** means the amount payable to a Limited Partner upon the redemption of Tokens;
- 1.1.59. **"Removal Conduct"** means any of the following circumstances:
 - 1.1.59.1. with respect to the General Partner, any conduct or lack of conduct that constitutes any of the following:
 - 1.1.59.1.1. fraud, bad faith, theft, misappropriation of property, embezzlement or breach of trust, determined in a final, non-appealable judgment by a court of competent jurisdiction;

- 1.1.59.1.2. gross negligence or intentional or gross fault in relation to activities of the Partnership determined in a final, non-appealable judgment by a court of competent jurisdiction;
- 1.1.59.1.3. a material violation of securities, commodities, anti-money laundering 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 Partnership;
- 1.1.59.1.4. criminal conduct; provided that, such conduct is limited to crimes related and material to the duties to and with respect to the General Partner, and for which the maximum sentence is more than a monetary fine;
- 1.1.59.1.5. any order, judgment 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 Partnership; or
- 1.1.59.1.6. any insolvency, administration, dissolution, liquidation, involuntary reorganization, bankruptcy or suspension of settlements (or equivalent under foreign law) in respect of the General Partner.
- 1.1.60. **“Subsequent Partner”** means any Partner who becomes a Partner by virtue of the acquisition of another Limited Partner’s Token and by virtue of which such Subsequent Partner becomes a Limited Partner in this Partnership;
- 1.1.61. **“Terms and Conditions”** means the terms and conditions in relation to the purchase of the Tokens and accessing of the website/platform with the following link app.rainfin.com or such other replacement platform from time to time; Attached to this document as Annexure A for completion;
- 1.1.62. **“Token”** means the cryptographically secured token issued on the Xcap.network blockchain network, or its successor from time to time and which relates solely to subscription in the Limited Partnership;
- 1.1.63. **“Token Documentation”** means the Terms and Conditions (and any and all token documentation as contemplated therein), the whitepaper, presentation deck, or other documentation relating thereto, the constitutional documents of the Partnership and any other agreements which govern any terms of the

Investment or any other agreement which may be directed from time to time by the General Partner as a Token Documentation;

- 1.1.64. “**USD**” means the lawful currency for the time being of The United States of America;
- 1.1.65. “**User**” means a **Person** who is using the RainFin Network or platform where products or tokens are offered as described in this Agreement;
- 1.1.66. “**Voluntary Redemption Price**” means the amount which would otherwise be available for distribution to the Partners on a sequestration of the Partnership, divided by the number of Tokens in issue in order to calculate the price per Token;
- 1.1.67. “**Weekly Redemption Date**” means the last Business Day of each calendar week on which the Market Maker may request redemptions.
- 1.1.68. “**Weekly NAV**” means the NAV calculated on a weekly basis as of the last Business Day of each calendar week;
- 1.1.69. “**Weekly NAV Calculation Date**” means the last Business Day of the calendar week a Market Maker delivers a Weekly Redemption Notice;
- 1.1.70. “**Weekly Redemption Date**” means the last Business Day of each calendar week a Market Maker may redeem Tokens for the Weekly Redemption Price;
- 1.1.71. “**Weekly Redemption Price**” means the price per Token being redeemed less the Redemption Fee which is calculated based on a Weekly NAV;
- 1.1.72. “**VAT**” means value-added tax levied in terms of the Value-added Tax Act, 89 of 1991; and
- 1.1.73. “**USD-PC**” means the Limited Partnership Tokens of the **GARRINGTON PRIVATE CREDIT TOKEN EN COMMANDITE LIMITED PARTNERSHIP AGREEMENT**.

1.1. In this Agreement:

- 1.1.1 references to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;

- 1.1.2 words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and vice versa;
- 1.1.3 references to a "person" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- 1.1.4 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.1.5 where any word is defined within the context of any particular clause in this Agreement, that word, unless it is clear from the clause in question that that word has limited application only to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that word has not been defined in clause 2.1;
- 1.1.6 words defined in this Agreement shall bear the same meanings in the Annexes unless the Annexes contain their own definitions of such words;
- 1.1.7 in the event of a conflict between a definition contained in the Agreement and one contained in the Terms and Conditions, the definition contained in the Terms and Conditions shall prevail;
- 1.1.8 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;
- 1.1.9 the expiry or termination of this Agreement shall not affect such of the provisions of this Agreement which are expressly provided to operate after any such expiry or termination, or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the relevant provisions themselves do not provide for this;
- 1.1.10 each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the parties, and accordingly the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply; and

- 1.1.11 references to "Include" and "including" shall not be construed restrictively but shall mean "including, without limitation to the generality of the foregoing and the eiusdem generis (as of the same kind) rule shall not be applied in the interpretation of such general wording and/or such specific example or examples.

2. THE PARTNERSHIP

2.1. Establishment of the Partnership

The General Partner, as at the Commencement Date, hereby establishes the Partnership on the terms set out in this Agreement.

2.2. Name of the Partnership

The business of the Partnership shall be carried on under the name and style of **GARRINGTON PRIVATE CREDIT TOKEN *EN COMMANDITE* LIMITED PARTNERSHIP** or such other name as shall from time to time be determined by the General Partner and notified to the Partners. The General Partner shall promptly notify each Limited Partner of any change in the name of the Partnership by updating the Terms and Conditions in accordance with the terms thereof.

2.3. Purpose of the Partnership

- 2.3.1 The business and purposes of the Partnership is to seek to generate returns for Limited Partners, principally through the investment in the Asset.
- 2.3.2 To give effect to the purposes set out above, the Partnership has appointed **CAEP Asset Managers** in terms of the Management Agreement. The Manager's powers and responsibilities in terms of the Management Agreement will include monitoring the Asset, holding the Asset as a "nominee" on behalf of the Partnership, preparing Capital Accounts and managing the Capital Accounts and such other roles as more fully set out in the Management Agreement.
- 2.3.3 The Partnership (acting through the General Partner or persons authorised or appointed on behalf of the Partnership pursuant to this Agreement) may execute, deliver and perform all contracts and other undertakings and engage in all activities and transactions as may be necessary or advisable in order to carry out the foregoing purposes, subject to and in accordance with the provisions of this Agreement.

2.3.4 The General Partner is charged with the duty and responsibility to administer and manage the Partnership, as a fiduciary in utmost good faith and with all the due care, diligence and skill that can reasonably be expected of a general partner of a private equity partnership, and generally to act in the best interests of all Partners at all times.

2.4. **En commandite partnership**

The Parties record and acknowledge that the Partnership is a limited (en commandite) partnership.

2.5. **Limited liability of Limited Partners**

If the Partnership is unable to pay its debts to any third person, the liability of each Limited Partner in respect of such liabilities of the Partnership will be limited to the amount of that Limited Partner's Capital Investment as at the time such liability is lawfully required to be paid.

2.6. **Unlimited liability of General Partner**

If the Partnership is unable to pay its debts to any third person or incurs expenses which are not Authorised Expenses, the liability of the General Partner (in its capacity as General Partner) in respect of such liabilities of the Partnership will be unlimited.

2.7. **Principal place of business of the Partnership**

The principal place of business of the Partnership shall be at the current business premises of the General Partner, 5 A Waterstone Office park Somerset West or at such other place in the Republic of South Africa as the General Partner shall from time to time in writing determine and notify to the Limited Partners. The General Partner shall promptly notify each Limited Partner of any change in the principal place of business of the Partnership by updating the Terms and Conditions in accordance with the terms thereof.

2.8. **Commencement of the Partnership**

The Partnership shall commence on and with effect from the Commencement Date.

2.9. **Duration of the Partnership**

The Partnership shall endure from the Commencement Date and until the Completion Date.

2.10. Appointment of Market Maker.

The Partnership has appointed Coral Cove Capital Ltd., a corporation formed pursuant to the laws of the Commonwealth of The Bahamas as the Market Maker to assist the Partnership and CAEP Asset Managers with creating a market for the Limited Partners for the purchase and sale of Tokens on the Rainfin Platform.

2.11. Subscription of Initial Interest of Initial Limited Partner.

On the Initial Closing Date, the Initial Limited Partner shall subscribe for the Tokens from the Partnership in accordance with the Terms and Conditions by depositing the subscription price for the Initial Subscription into the Garrington Credit Fund II account to be invested by the Manager into the Garrington Credit Fund II account opened on behalf of the Partnership and administered by CAEP Asset Managers and simultaneously with the issue of the Tokens to the Initial Limited Partner they shall become a Limited Partner under the Partnership.

3. CONDITIONS FOR ADMISSION OF ADDITIONAL LIMITED PARTNER TO THE PARTNERSHIP THROUGH PRIMARY SUBSCRIPTION

- 3.1. Any Person desiring to enter into a Primary Subscription and become a Limited Partner shall purchase Tokens from the Partnership in accordance with the Terms and Conditions and depositing funds into the Garrington Credit Fund II account opened on behalf of the partnership and administered by CAEP Asset Managers and will simultaneously be issued Tokens at The NAV per Token on the date of Subscription.
- 3.2. Upon purchasing or receiving the Tokens, the purchaser thereof shall become a Limited Partner of the Partnership and become bound by the terms hereof and the Terms and Conditions, as the case may be. No action or consent of the Limited Partners will be required to admit a new or additional Limited Partner.
- 3.3. Upon the admission of any new Limited Partner, the General Partner shall update the Capital Schedule to take into account that person's Capital Investment or increased Capital Investment (to the extent that an existing Limited Partner has purchased additional Tokens), to the extent required.

4. CONDITIONS FOR ADMISSION OF SUBSEQUENT PARTNERS TO THE PARTNERSHIP THROUGH THE SECONDARY MARKET

- 4.1. Any third party who becomes a Subsequent Partner through the acquisition of Tokens in the secondary market from an existing Limited Partner shall become a Limited Partner in terms hereof. Upon the transfer of a Token/s, the Subsequent Partner shall become a

Limited Partner of the Partnership and become bound by the terms hereof and the Terms and Conditions. Upon the admission of a Subsequent Partner, the General Partner shall update the Token Schedule to take into account that person and the Capital Account of the Limited Partner shall, without further ado, be automatically ceded and assigned to the Subsequent Partner.

4.2. Prior to redeeming the Tokens on the RainFin Platform, the Limited Partner shall be required to make a full disclosure in terms of the relevant know-your-client legislation.

5. CONDITIONS FOR DISPOSALS OF PARTNERSHIP INTEREST ON THE SECONDARY MARKET

5.1. Permitted Disposals by Partners

Notwithstanding anything to the contrary contained elsewhere in this Agreement, any Partner shall be entitled to transfer all or part of its Partnership Interest to a transferee, by selling any one or more of their Tokens, in which event the transferee shall become a party to, and bound by, the provisions of this Agreement.

5.2. Automatic reconstitution of Partnership

In the event of any transfer by the Limited Partner or of any introduction of a Subsequent Partner in terms of clause 4 or an assignment of a Partnership Interest as contemplated in clause 5, the Partnership shall dissolve but shall immediately and automatically, without the requirement of any action by a Party be reconstituted on the same terms and conditions as are set out in this Agreement, as in force at the moment of dissolution and the assets and liabilities of the Partnership shall be deemed to be transferred to the new partnership in the ratio of their Partnership Interests, at the same values.

6. CAPITAL ACCOUNTS FOR EACH LIMITED PARTNER

6.1. Establishment of Capital Accounts

6.1.1 A separate Capital Account shall be established and maintained for each Partner for the duration of the Partnership.

6.1.2 The Limited Partner's Capital Account shall reflect the Capital Investment made and the number of Tokens held by that Limited Partner.

6.2. Increases In Capital Accounts

A Limited Partner's Capital Account shall be increased in the event that a Limited Partner purchases Tokens through a Primary Subscription via the RainFin Platform or if a Limited Partner purchases Tokens from the other Limited Partners via the RainFin Platform.

6.3. Decreases in Capital Accounts

A Partner's Capital Account shall be decreased in the event that:

3.3.1 a Limited Partner sells any of its Tokens on the secondary market to a Subsequent Partner or to any other Limited Partners; or

3.3.2 a Limited Partner redeems any of its Tokens in accordance with the terms of this Agreement;

6.4. Determination of Capital Accounts

The Capital Accounts of the Partners shall be determined as of the end of the Accounting Period. In addition, the Capital Accounts of the Partners:

6.4.1 shall also be determined on the date of the dissolution and termination of the Partnership;

6.4.2 on the occurrence of any redemption as contemplated herein; and

6.4.3 may, at the election of the General Partner, be determined as of any other date.

6.5. Right of Set-Off

Where any Limited Partner owes any amount or has incurred any liability to the Partnership under this Agreement, the General Partner may set off the amount of that liability against any sum or sums that would otherwise be due to that Limited Partner under this Agreement. Any exercise by the General Partner of the right of set-off under this clause will be without prejudice to any other rights or remedies available to the Partnership under this Agreement or otherwise.

7. RETURN ON INVESTMENT (ROI) AND ISSUE OF ADDITIONAL TOKENS

7.1. In consideration of the Limited Partners Investment, the Limited Partner, from the date upon which that Limited Partner purchased the Tokens from the RainFin Platform and became a

Limited Partner hereunder (the “**Admission Date**”) onwards, shall be entitled to receive an amount equal to the NAV of the Token as determined by the Partnership.

- 7.2. The NAV shall be calculated on an hourly basis;
- 7.3. Due to the nature of the Investment and the unpredictability of market conditions, each Limited Partner hereby understands, acknowledges, and agrees that:
 - 7.3..1. the hourly NAV, or any amount thereof, for any relevant month is not guaranteed;
 - 7.3..2. the Partnership shall use its reasonable commercial efforts to maximise the NAV to the Limited Partners;
 - 7.3..3. the Partnership shall, in its sole discretion, be entitled to determine the NAV; and
 - 7.3..4. the determination of, and the NAV determined by the Partnership for any relevant month shall be final and binding on each Limited Partner.

8. REDEMPTIONS

- 8.1. Whenever any Tokens are redeemed as contemplated herein, the to-be-redeemed Tokens shall be redeemed by the Partnership paying the Redemption Proceeds to the Limited Partner into their Nominated Wallet, against surrender to the Partnership of the Tokens by the Limited Partner, which shall be duly burnt.
- 8.2. The Redemption Price per Token shall be determined based:
 - 8.2.1 In the case of a Weekly Redemption Date: on the Weekly NAV as of the close of the applicable Weekly Redemption Date.
 - 8.2.2 in the case of a Monthly Redemption Date: on the Monthly NAV as of the close of the last Business Day of the month following receipt of a valid Redemption Notice.
- 8.3. Redemption Proceeds shall be paid:
 - 8.3.1 For Weekly Redemption Dates: Within three (3) Business Days following the applicable Weekly Redemption Date.
 - 8.3.2 For Monthly Redemption Dates: Within (30) days following the applicable Monthly Redemption Date.

- 8.4 Subject to any law to the contrary, the Limited Partner shall have 7 (seven) -days following receipt of Redemption Proceeds to raise any issues relating to the proceeds by providing written notice to the Partnership at the following email address info@rainfin.com.
- 8.5 On expiration of the 7-day period, the Redemption Proceeds shall constitute full and final settlement of the Partnership and /or the Partnerships 's obligations to such Limited Partner in relation to the Tokens, which are the subject of the redemption.
- 8.6 By accepting receipt of the Redemption Proceeds, the Limited Partners shall be deemed to waive any and all rights, claims against the Partnership for further proceeds in relation to the relevant Tokens at the end of the 7-day period.

8.7 Redemption by the Limited Partner on Liquidation of the Partnership

- 8.7.1 The Limited Partner shall be entitled to require the Partnership to redeem the Tokens in full or in part upon a Liquidation Event. Upon the occurrence of a Liquidation Event, the Limited Partner shall be entitled to file a Redemption Notice upon the Partnership who shall be obligated (provided the Partnership agrees that a Liquidation Event has occurred) to redeem the Tokens which are subject to the Redemption Notice, for the Voluntary Redemption Price.
- 8.7.2 The Voluntary Redemption Price shall only become due after the surrender of the Token to the Partnership . The Voluntary Redemption Price shall be settled as soon as the Partnership is in a financial position to do so, and the Voluntary Redemption Price has been duly calculated.

8.8 Redemptions by the Market Maker.

In the event the Market Maker, in its capacity as a Limited Partner, elects to redeem Tokens, the following shall apply:

- 8.8.1 **Redemption Options:** The Market Maker may elect to redeem Tokens on either:
- 8.8.1.1 **A Weekly Redemption Date**, provided a valid Market Maker Redemption Notice is submitted no later than 5:00 pm on the Business Day immediately preceding the applicable Weekly Redemption Date.
- 8.8.1.2 **A Monthly Redemption Date**, provided a valid Market Maker Redemption Notice is submitted in accordance with the same notice requirements as applicable to other Limited Partners.
- 8.8.2 **Redemption Price:**

8.8.2.1 **Weekly Redemption Price:** the Weekly Redemption Price shall be calculated based on the Weekly NAV as of the close of the applicable Weekly Redemption Date and shall be subject to a Redemption Fee (i.e. a one percent (1%) discount to the calculated Redemption Price as of that Weekly Redemption Date)

8.8.2.2 **Monthly Redemption Price:** the Redemption Price shall be based on the Monthly NAV as of the close of the applicable Monthly Redemption Date. The Monthly Redemption Price is not subject to a Redemption Fee.

8.8.3 **Payment of Redemption Proceeds:**

8.8.3.1 Redemption Proceeds for Weekly Redemption Dates shall be paid within three (3) Business Days following the applicable Weekly Redemption Date.

8.8.3.2 Redemption Proceeds for Monthly Redemption Dates shall be paid within thirty (30) days following the applicable Monthly Redemption Date.

8.8.4 **Token Surrender and Burning:**

8.8.4.1 The Market Maker shall surrender the number of Tokens identified in the Market Maker Redemption Notice to the Partnership on the Redemption Date, which shall then be duly burnt.

8.8.4.2 Redemption Proceeds shall be transferred to the Market Maker's Nominated Wallet as consideration for the surrendered Tokens.

8.9 Voluntary Redemption by the Partnership

8.9.1 Provided the Partnership has sufficient assets to discharge the Redemption Price, the Partnership shall be entitled to redeem the Tokens at any time after the issue of the Tokens and subject to 1 working day's notice of such redemption. This shall occur by the Partnership requesting the Tokens be returned to them against the surrender of the Tokens to the Partnership or its nominee.

8.9.2 The burning of the Token and the settlement of the Redemption Price are to be performed algorithmically via distribution smart contract(s) deployed on the relevant blockchain network. The Limited Partner acknowledges that the exact burning date for the Token will be pegged to the generation of selected blocks (and subsequent inclusion into the underlying blockchain network) and the settlement of the Redemption Price.

8.9.3 Due to this technical aspect of the distribution smart contract(s), the exact block time for the generation of the selected block is affected by the rate of block generation, which in turn is affected by the actual operations of the underlying

blockchain network. As a result of these various dependencies, notwithstanding any of the other clauses herein, the settlement of the Redemption Price and the burning of the Token are only construed as an estimated schedule of the time period or date, and they may occur on a subsequent date.

8.10 Redemption by a Limited Partner

- 8.10.1 Upon receipt by the Partnership of a Redemption Notice via the RainFin Platform the Limited Partner shall be required to surrender the Tokens to the Partnership on the Redemption Date against which surrender, the Partnership shall, on the Redemption Date, affect settlement of the Redemption Price to the Limited Partner into the Limited Partner's Nominated Wallet.

8.11 Compulsory Redemption

- 8.11.1 The Partnerships may compulsorily redeem all of the Tokens held by a Limited Partner if:

- 8.11.1.1 the holding of such Tokens may, in the sole discretion of the Partnership, result in regulatory, pecuniary, legal, taxation, material administrative, reputational or other harm or disadvantage to the Partnership or its Partners and/or
- 8.11.1.2 the Investment is no longer reasonably achievable due to unforeseen circumstances and/or
- 8.11.1.3 any law is passed which renders it illegal or impracticable for the Partnership to continue its operations and/or
- 8.11.1.4 the Limited Partner is found to have engaged in fraudulent or malicious activities that jeopardise the integrity or security of the Partnership's operations and/or
- 8.11.1.5 the Limited Partner has breached any of the terms and conditions of this Agreement, and such breach has not been remedied within a specified period; and/or
- 8.11.1.6 the Partnership undergo a significant structural change, such as a merger, acquisition, or dissolution, which affects its ability to manage or uphold the Tokens and/or

- 8.11.1.7 the Limited Partner becomes insolvent, declares bankruptcy, and/or
- 8.11.1.8 there is a significant technological disruption or failure that makes it impossible for the Partnership to manage or distribute the Tokens and/or
- 8.11.1.9 the Partnership receives a directive or notice from a regulatory body or authority requiring the cessation of the Tokens' distribution or management; and/or
- 8.11.1.10 the Limited Partner's actions or associations bring disrepute or negative publicity to the Partnership or Rainfin, affecting its reputation or business operations adversely; and/or
- 8.11.1.11 where the general partner of the Partnership and any management partnership employed by the Partnership has Disposed of the Asset on the basis that the Investment is no longer sustainable and it is in the interests of the Limited Partners to Dispose of the Asset; and/or
- 8.11.1.12 the Partnership determines that continuing to allow the Limited Partner to hold Tokens poses a significant risk to the Partnership's other investors or stakeholders and/or
- 8.11.1.13 the Partnership needs to comply with new or updated international sanctions or embargoes or laws that restrict certain individuals or entities and/or
- 8.11.1.14 the Limited Partner fails to provide necessary documentation or information required by the Partnership for compliance or due diligence purposes within a specified timeframe.

8.11.2 Tokens will be compulsorily redeemed at the Redemption Date Price following the issuance of a notice of compulsory redemption to the relevant Limited Partners, and the provisions of Section 8.10 shall apply mutatis mutandis thereto.

9. MANAGEMENT OF THE PARTNERSHIP

9.1. Management vests in the General Partner

The organization, conduct, management, control and operation of the Partnership and its investment and other activities vests in the General Partner, which is hereby authorized and empowered on behalf and in the name of the Partnership, subject to this Agreement, to exercise and carry out any of the purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings that may be necessary, advisable or incidental without any further act, approval or vote of any Person, including any Limited Partner. The business and affairs of the Partnership shall be managed and controlled by the General Partner which may exercise all the powers of the Partnership, subject to the provisions of this Agreement.

9.2. Non-participation of Limited Partners in management

The Limited Partners shall take no part in the management or control of the business and affairs of the Partnership and shall have no right or authority to act for or bind or commit the Partnership or to vote on matters relating to the Partnership other than as provided for in this Agreement.

9.3. Powers and authority of the General Partner

The General Partner shall, have full power and authority to act for, bind and commit the Partnership, within the parameters of this Agreement, and to manage and control the Partnership, including without limitation the power and authority:

- 9.3.1 **Management of the Asset.** To monitor and, where appropriate and not contemplated in the Management Agreement, to participate in the management and control of the Asset
- 9.3.2 **Provision of facilities, staff and services to the Partnership.** To provide or procure at cost to the General Partner, office facilities, office staff and executive staff and office equipment, to facilitate the carrying on of the business of the Partnership;
- 9.3.3 **Employment of advisors, etc.** to engage or employ on behalf of the Partnership, on an arms-length and commercial basis, risk and valuation consultants, independent agents, lawyers, accountants and financial and other advisors and consultants as it may consider necessary or advisable in relation to the affairs of the Partnership;
- 9.3.4 **Appointment of the Manager.** to appoint the Manager to provide certain services and to fulfil all or some of the obligations of the General Partner in terms of this Agreement, pursuant to the Management Agreement;

- 9.3.5 **Appointment of the Market Maker.** to appoint a Market Maker to provide certain services with respect to creating a liquid market for the Tokens on the Rainfin Platform.
- 9.3.6 **Admission of Subsequent Partners.** to accept applications by persons as Subsequent Partners;
- 9.3.7 **Litigation or other proceedings.** to commence or defend litigation or other proceedings on behalf of the Partnership, such as, but not limited to, arbitration and mediation proceedings, that pertains to the Partnership or to any of the Partnership Assets;
- 9.3.8 **Access to financial records.** to allow any Limited Partner and its representatives reasonable access to the Partnership records and books of account at all reasonable times, subject to the Limited Partner having to give 2 (two) Business Day's notice, for the purpose of inspecting the same;
- 9.3.9 **Distributions to Partners.** to make redemption settlements to the Partners on relevant Redemption Dates and in certain circumstances to retain and not make redemptions, in accordance with the terms of this Agreement;
- 9.3.10 **Settlements of liabilities, expenses and fees:**
 - 9.3.10.1 to pay all amounts of taxation arising from the activities of the Partnership for which the General Partner is liable to account to the relevant fiscal authorities on behalf of any Limited Partner, if any, or any amount of taxation in respect of which any Limited Partner has been assessed in the name of the General Partner;
 - 9.3.10.2 to pay all Authorised Expenses in accordance with the terms of this Agreement; and
 - 9.3.10.3 to pay all Management Fees due and payable by the Partnership to the Manager in accordance with the terms of the Management Agreement.
- 9.3.11 **Compliance With Regulations.** to comply at all times with all laws and regulations as well as the obligations of this Agreement applicable to the business of the Partnership;
- 9.3.12 **Investments Of Undistributed Amounts.** pending investment in the Asset or pending distributions to Partners pursuant to the terms of this Agreement, to place

amounts monies drawn down or realised (as the case may be) in such deposit accounts or investment accounts in the name of the Partnership at a registered bank, as the General Partner may in its sole and absolute discretion determine;

9.3.13 **Representing the Partnership.** Generally, in its capacity as the General Partner, to act for, bind and commit the Partnership in its dealings with the Manager, or in relation to the protection of any Assets, or in any other respect, subject to the provisions of this Agreement, to bring, defend, settle and dispose of proceedings;

9.3.14 **Other.**

9.3.14.1 to manage the Partnership on a day-to-day basis;

9.3.14.2 to make distributions, on behalf of the Partnership;

9.3.14.3 to retain or discharge accounting, legal, investment banking, tax, valuation, appraisal, engineering, marketing and other professional advisors or consultants on behalf of the Fund as it considers advisable and consistent with the obligations of the General Partner set out herein provided that any engagement, arrangement, transaction or agreement with any interested Person shall contain terms that are no less favourable to the Partnership than could be obtained in arm's-length negotiations with unrelated third parties for similar services;

9.3.14.4 subject to the other terms of this Agreement, to sign, deliver and perform its obligations under contracts and agreements of every kind necessary or incidental to the accomplishment of the Partnership's purposes and to take or omit to take such other actions in connection with the investment and other activities of the Partnership, as may be necessary or advisable in order to further the purposes of the Partnership;

9.3.14.5 to open and manage bank accounts in the name of the Partnership and to name signing officers for these accounts,

9.3.14.6 to conclude agreements with third parties pursuant to which services may be rendered to the Partnership or pursuant to which certain rights, powers and authority of the General Partner under this Agreement may be delegated to such third parties;

9.3.14.7 to enter into the Management Agreement with the Manager;

- 9.3.14.8 to make or incur and to pay expenses on behalf of the Partnership as it considers appropriate;
 - 9.3.14.9 to pay all debts, liabilities and obligations owed by the Partnership;
 - 9.3.14.10 to enter into, sign, acknowledge and deliver any and all contracts, agreements or other instruments and to carry on any other activities necessary for, in connection with, or incidental to any of the foregoing or the Partnership's investments and other activities; and
 - 9.3.14.11 generally to perform all such other acts it considers necessary or desirable in connection with the activities and affairs of the Partnership or to carry out the intent and purposes of this Agreement.
 - 9.3.14.12 Notwithstanding anything to the contrary provided herein, neither the General Partner nor the Manager may, or shall have any right, power or authority to, avoid its obligations under this Agreement by delegation of authority or responsibility.
- 9.3.15 **Standard of Care.** The General Partner shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interests of the Partnership and, in connection therewith, shall apply the degree of care that a reasonably prudent investment manager would exercise in similar circumstances
- 9.3.16 **Duties of General Partner:**
- 9.3.16.1 *General duty to comply with all laws:*
 - 9.3.16.1.1 the General Partner shall do all things and discharge all duties or requirements of or imposed on a General Partner by law (whether or not on behalf of the Partnership) and in particular so as to ensure, so far as it is able, that the liability of the Limited Partners is and remains limited on the basis provided for in this Agreement
 - 9.3.16.1.2 the General Partner shall on behalf of the Partnership register and publish all notices, statements, returns or

other instruments as may be required pursuant to any law in relation to the Partnership of its affairs.

9.3.16.2 *General duty not to breach any laws:* Notwithstanding anything contained in this Agreement to the contrary, the General Partner shall not do or be authorised to do anything which might cause the General Partner to breach any law governing the administration of funds or the management of portfolios on behalf of third parties.

9.3.16.3 *Duty to limit costs and expenses.* In the exercise of its powers pursuant to this Agreement, the General Partner shall at all times use its reasonable commercial endeavours to limit the costs and expenses it incurs (for and on behalf of the Partnership) to third parties in the contracting of such third parties in the exercise of its powers as General Partner.

9.3.16.4 *Non-exclusivity of General Partner's appointment.* The General Partner shall be entitled to act as an advisor or manager to any other entity, including (without limitation) private funds with investment policies substantially the same or similar to those contemplated herein.

9.3.16.5 *Indemnities in favour of the General Partner:*

9.3.16.5.1 the General Partner shall not be liable for any loss to the Partnership arising in connection with the services to be performed hereunder, save In respect of any matter resulting from its fraud, wilful misconduct or negligence.

9.3.16.5.2 the General Partner shall be entitled to be indemnified, and is hereby indemnified in terms of this clause, out of the Partnership Assets against any liabilities, actions, proceedings, claims, costs, demands or expenses (including reasonable legal fees) incurred or threatened by reason of it being or having been a General Partner or protecting the rights of the Partnership, provided however that it shall not be so indemnified with respect to any matter resulting from its fraud, wilful misconduct or negligence. Any person who shall be or becomes a General Partner

of the Partnership. shall similarly be indemnified in respect of its activities as a General Partner of the Partnership. If the indemnity contained in this clause 9.3.16.5.2 should become invalid as a result of the passing of, or the change in interpretation of, any law, the Partners agree to amend this clause in order to provide that the indemnity given pursuant to this clause is valid and enforceable in terms of South African law.

9.3.16.5.3 no officer, director, shareholder, agent, employee or partner of the General Partner, , shall be liable for any loss to the Partnership howsoever arising in connection with the services to be performed hereunder, save in respect of any loss resulting from his or her fraud, wilful misconduct or negligence, and shall be entitled to be, and is hereby in terms of this Clause 9.3.16.5 indemnified out of the Assets against any liabilities, actions, proceedings, claims, costs, demands or expenses (including reasonable legal fees) incurred or threatened by reason of him being or having been an officer, director, shareholder, agent or employee or partner of the General Partner, provided however that such person shall not be and is not so indemnified with respect to any matter resulting from his or her fraud, wilful misconduct or negligence.

9.3.16.5.4 the General Partner shall not be liable to any Limited Partner or to the Partnership for the negligence or dishonesty of any agent acting for the General Partner, or for the Partnership, provided that such agent was selected, engaged and retained by the General Partner applying reasonable care.

9.3.16.5.5 the General Partner shall Inform all of the Limited Partners in writing within 7 (seven) days of becoming aware of any claims made in terms of this Clause 9.3.16.5.

9.3.16.5.6 each Limited Partner hereby indemnifies the General Partner and the Partnership against any amount of taxation for which the General Partner may be required to account to the relevant fiscal authorities on behalf of that Limited Partner.

10. REPLACEMENT OF GENERAL PARTNER

10.1. Resignation of General Partner

10.1.1 The General Partner may resign ("**Resigning GP**") and be discharged from its duties and obligations under this Agreement at any time by giving not less than 30 (Thirty) days prior written notice to the Limited Partners and the Partnership (the "**Resignation Notice**").

10.1.2 The Resigning GP will within 30 (Thirty) days of receipt of the Resignation Notice (the "**Nomination Period**"), nominate another party as a replacement of the Resigning GP and notify the Limited Partners in writing of such nomination (the "**Nomination Notice**"). With effect from the end of the Nomination Period the Resigning GP being replaced by the replacement general partner (the "**Replacement GP**"), the Resigning GP hereby transfers all rights, titles, and interests in the Partnership to the incoming Replacement GP, who shall assume all rights, duties, and responsibilities of the General Partner as outlined in this Agreement, by signing this Agreement.

10.1.3 To the extent necessary, the Parties will forthwith take all necessary steps to novate and/or assign this Agreement to the Replacement GP.

10.2. **Removal Notice.** At any time after the entry of final non-appealable verdict, judgment, order or injunction by a court of competent jurisdiction has confirmed that Removal Conduct has occurred, a written notice by the Partnership may be delivered to the General Partner by any Limited Partner informing it that the Limited Partners are electing to remove the General Partner (such notice, a "**Removal For Cause Notice**").

10.3. **Consequences of Removal Notice.** In connection with the delivery of a Removal For Cause Notice in which the Partnership has caused the removal of the General Partner:

10.3.1 On the date stipulated in such notice (which shall be no earlier than the date of such notice) (the "**Removal Date**"), the General Partner will be removed as general partner of the Partnership.

- 10.3.2 The Partnership shall appoint a replacement general partner, with such replacement being effective upon such Person's acceptance of such appointment on such terms as may be agreed with the Partnership.
- 10.3.3 On the Removal Date, the right of the General Partner to receive instalments of the Management Fee, if it is the Manager under a Management Agreement, will immediately and automatically terminate without further compensation, and no further settlements of the Management Fee shall be made to the Manager.
- 10.4. **Co-operation on Removal.** If the General Partner is removed or replaced, the removed General Partner and the Manager shall:
 - 10.4.1 provide to the replacement General Partner (or such other Person as has been notified to the removed General Partner and the Manager), all books of accounts, records, registers and other documents belonging to the Partnership; and
 - 10.4.2 use its reasonable commercial efforts to transfer control of the Partnership and all assets of the Partnership to such replacement General Partner or other Person without delay.

11. APPOINTMENT OF THE MANAGER

- 11.1. **Appointment of the Manager.** The General Partner, on behalf of the Partnership, shall be entitled but not obligated to appoint the Manager as manager to the Partnership in terms of the Management Agreement, on and with effect from the Commencement Date. Should the General Partner elect not to appoint a Manager any fees payable by the Partnership to the Manager in terms of the Management Agreement shall be payable to the General Partner if it performs the management services itself. The General Manager may be appointed as the Manager under a Management Agreement.
- 11.2. **Management Agreement.** The Partnership may enter into the Management Agreement with the Manager, pursuant to which the Manager shall render certain management services to the Partnership.
- 11.3. **Management Fee.** In consideration for the management and investment services rendered and to be rendered by the Manager in terms of the Management Agreement, the Manager shall receive the Management Fee, as calculated and provided for in terms of the Management Agreement.

12. AUTHORISED EXPENSES OF THE PARTNERSHIP

LIMITATION ON COSTS

The Partnership shall, subject to the limitations set out in Clause 12.1 below, be responsible for:

- 12.1. **Limitation on Costs.** Notwithstanding anything else to the contrary set out herein the Authorised Expenses shall collectively not exceed 0.15% per annum of the total Purchase Price (excluding VAT) of each Token, or such other fee as directed by the Partnership from time to time and contemplated in the Terms and Conditions.
- 12.2. **Management Fees.**
 - 12.2.1 the management fees as contemplated in terms of the Management Agreement;
 - 12.2.2 overheads and statutory expenses (including legal fees, tax advisory fees and the like);
 - 12.2.3 all overhead expenses and statutory expenses of the Partnership including but not limited to audit fees, costs and disbursements, legal and tax advisory fees, any taxes, fees or other charges (including VAT imposed on the Partnership by any governmental authority (whether within or outside of South Africa), reasonable and necessary out-of-pocket expenses.
- 12.3. **Acquisition Costs.**
 - 12.3.1 all costs, expenses and disbursements relating to the acquisition of the Asset, including but not limited to, the token costs of acquiring; and
 - 12.3.2 the investment, external consultant's fees, audit expenses, legal fees, tax advisory fees and other third party and/or regulatory costs, expenses and filing fees in respect of identifying, evaluating, researching, negotiating and acquiring of the Investment (including proposed Investments which are not completed but have not been abandoned), all costs of establishing any investment entity through which the Partnership intended to make such investment, any taxes, fees or other charges (including VAT imposed on the Partnership by any governmental authority (whether within or outside of South Africa) and any borrowing costs.
- 12.4. **Organisational Fees and Expenses.** all Organisational Fees, expenses and disbursements properly and reasonably incurred by the Partnership in relation to an Investment in the course of carrying on the business of the Partnership, including but not limited to, legal fees, tax advisory and tax compliance fees, auditor's fees, valuer's

fees, litigation costs, brokerage fees, bank charges, borrowing costs and fees, any taxes, fees or other charges (including VAT imposed on the Partnership by any governmental authority (whether within or outside South Africa), any third party fees, costs and disbursements in relation to the holding and monitoring of the Asset such as but not limited to the fees, costs and disbursements of any custodian or nominee in respect of such holding and any borrowing costs;

- 12.5. **Contract expenses.** all costs; expenses and disbursements payable by the Partnership or the General Partner on behalf of the Partnership in connection with the settlement of any indemnity or enforcement of any right, claim or privilege by the General Partner under this Agreement;
- 12.6. **Dissolution expenses.** all costs, expenses and disbursements payable by the Partnership in connection with the dissolution and liquidation of the Partnership and transfer of any Partnership Assets pursuant to such dissolution and liquidation; and
- 12.7. **Other expenses.** all other costs, expenses and disbursements properly and reasonably incurred by the General Partner on behalf of the Partnership and not referred to in clauses 12.1 to 12.7, which shall for the purposes of this Agreement, be allocable to the Asset.

13. FINANCIAL MATTERS

- 13.1. **Bankers and bank account.** The bankers of the Partnership shall be such bank as may be determined by the General Partner and notified to the Limited Partners in writing from time to time. The number of the account which is opened in the name of the Partnership at the aforesaid bank shall be made available by the General Partner to the Partners immediately upon request.
- 13.2. **Auditors.**
 - 13.2.1 The Auditors shall be appointed by the General Partner and any Auditors may resign from office or be removed at any time by the General Partner.
 - 13.2.2 In the event of resignation or removal, the Auditors shall be requested to send a written notice to the General Partner stating that there are no circumstances connected with their resignation or removal which they consider should be brought to the attention of the Limited Partners or a statement of any such circumstances.

- 13.2.3 The General Partner shall then appoint such firm of chartered accountants as it may in its discretion think fit to fill any vacancy arising In the office of the Auditors to the Partnership provided that the Auditors appointed shall at all times be a reputable and recognised firm of chartered accountants.
- 13.3. **Financial year of the Partnership.** The financial year of the Partnership shall be 31st December of each year.
- 13.4. **Audited annual financial accounts.**
- 13.4.1 The General Partner shall prepare, or cause to be prepared, and approve, accounts of the Partnership in respect of each Accounting Period in accordance with generally accepted accounting practice in the Republic of South Africa. Such accounts shall include at least, a consolidated statement of the Capital Accounts of the Partners, and a summary of movements in such accounts.
- 13.4.2 The General Partner shall cause such accounts to be audited by the Auditors within 6 (six) months of the end of each Accounting Period.
- 13.4.3 A set of the audited accounts that may be issued by the Auditors and a statement of accounting policies shall be furnished to each Limited Partner as soon as possible following the end of each Accounting Period, aiming to do so within 90 (ninety) days of the end of each Accounting Period, no longer than 7 (seven) days from the AFS being published by the auditors.
- 13.5. **Annual reports to Limited Partners.** Within 45 (forty-five) days of the last day of December of each year during the term of the Partnership, the General Partner shall prepare and send or cause to be prepared and sent to each Limited Partner:
- 13.5.1 unaudited financial statements for the year in question; and
- 13.5.2 an analysis of the financial statements for the year in question.
- 13.6. **Limited Partners' access to Partnership financial records.** Limited Partners shall at all reasonable times, subject to having given reasonable written notice to the General Partner and the General Partner being legally able to grant access or right of inspection, have access to and the right to inspect the Assets including all the books and accounts of the Partnership.

- 13.7. **Limited Partners' access to the General Partner members.** Limited Partners shall at all reasonable times, subject to having been given reasonable written notice to the General Partner, make themselves available and accessible to the Limited Partners willingly and comprehensively to answer reasonable questions relating to the Asset and/or Authorised Expenses.

14. DISSOLUTION OF THE PARTNERSHIP

- 14.1. **Appointment of General Partner as Liquidator.** On the Completion Date and upon settlement of the Redemption Proceeds or other event that is contemplated herein which causes the dissolution of the Partnership, the General Partner is, to the extent permissible in law or by the Master of the High Court, hereby appointed as the Liquidator of the Partnership subject to the provisions of this Agreement.
- 14.2. **Final accounting.** Upon the dissolution and winding up of the Partnership, in terms of this Agreement or otherwise, a final accounting shall be made of the Partnership's assets, liabilities, Redemption Proceeds and operations from the date of the most recent audited annual financial statements received from the Auditors to the date of such dissolution. Such accounting shall be prepared by or under the direction of the Liquidator.
- 14.3. **Termination of Partnership.** At the time such distributions of Redemption Proceeds are made in accordance with the terms hereof, the Partnership shall terminate.
- 14.4. **Power of Attorney.** Each Limited Partner hereby unconditionally and irrevocably makes, constitutes and appoints the General Partner, and any successor to the General Partner under the terms of this Agreement, at any time prior to the occurrence of any Removal Conduct, as its true and lawful attorney and agent, with full power of substitution and authority in the name, place and stead of the Limited Partner to: RainFin.
- 14.4.1 **Power of Attorney.** The power of attorney granted to the General Partner by each Limited Partner pursuant to this Agreement is limited solely to the matters contemplated in 14.4. Subject to the rights granted to the General Partner to exercise a power of attorney, the General Partner shall not exercise any power of attorney granted to it by a Limited Partner in any manner that could materially and adversely affect the interests of the Limited Partner in the Partnership.
- 14.4.2 **Binding of Limited Partners.** Each Limited Partner will be bound by any representation or action made or taken by the General Partner pursuant to the power of attorney granted herein and hereby waives any and all defenses which may be available to contest, negate or disaffirm any action of the General Partner

taken in good faith under such power of attorney. The General Partner's authority to exercise its power of attorney shall cease concurrently with the removal or resignation of the General Partner as a general partner of the Partnership.

14.4.3 **Survival of Power of Attorney.** This power of attorney shall bind each Limited Partner, its heirs, executors, administrators and other legal representatives and the successors and assigns of such Limited Partner, notwithstanding the death, incapacity, dissolution, termination or bankruptcy of such Limited Partner. The granting of this power of attorney shall not terminate any continuing power of attorney previously granted by such Limited Partner and shall not be terminated by such Limited Partner on the execution of a continuing power of attorney in the future, and each Limited Partner hereby agrees not to take any action in the future which results in the termination of this power of attorney. This power of attorney shall survive any dissolution or termination of the Partnership.

14.4.4 **Execution of Documents on Behalf of Limited Partner.** The General Partner shall have the power to sign documents in the name of all the Limited Partners pursuant to this power of attorney by affixing its signature with the indication that it is acting on behalf of the Limited Partners. Each Limited Partner will, on request by the General Partner, sign every certificate, agreement or other instrument necessary to comply with any law or regulation of any jurisdiction in South Africa or any other relevant jurisdiction for the continuation and good standing of the Partnership or to otherwise carry out the provisions of this Agreement

15. ARBITRATION

15.1. **Separate, divisible agreement.** This clause is a separate, divisible agreement from the rest of this Agreement and shall:

15.1.2 not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of the Agreement and not to this clause. The Partners intend that any such issue shall at all times be and remain subject to arbitration in terms of this clause; and

15.1.3 remain in effect even if the Agreement terminates or is cancelled.

- 15.2. **Disputes subject to arbitration.** Any dispute arising out of or in connection with this Agreement or the subject matter of this Agreement, including without limitation, any dispute concerning:
- 15.2.1 the existence of the Agreement apart from this clause;
 - 15.2.2 the interpretation and effect of the Agreement;
 - 15.2.3 the Partners' respective rights or obligations under the Agreement;
 - 15.2.4 the rectification of the Agreement;
 - 15.2.5 the breach, termination or cancellation of the Agreement or any matter arising out of the breach, termination or cancellation;
 - 15.2.6 damages arising in delict, compensation for unjust enrichment or any other claim, whether or not the rest of the Agreement apart from this clause is valid and enforceable,
- shall be decided by arbitration as set out in this clause.
- 15.3. **Appointment of arbitrator.**
- 15.3.1 The Partners shall agree on the arbitrator. If agreement is not reached within 10 (ten) Business Days after any Partner calls in writing for such agreement, the arbitrator shall be an attorney or advocate nominated by the Registrar of AFSA for the time being.
 - 15.3.2 The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Partner concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Partners who may, within 7 (seven) days, submit written comments on the request to the addressee of the request with a copy to the first Partner.
- 15.4 **Venue and period for completion of arbitration.** The arbitration shall be held in Johannesburg and the Partners shall endeavour to ensure that it is completed within 90 (ninety) days after notice requiring the claim to be referred to arbitration is given.

15.5 **Arbitration Act – rules.** The arbitration shall be governed by the Arbitration Act, No. 42 of 1965 or any replacement Act and shall take place in accordance with the Commercial Arbitration Rules of AFSA.

15.6 **Application to court for urgent interim relief.** Nothing contained in this clause shall prohibit a Partner or the General Partner from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.

16 MISCELLANEOUS MATTERS

16.3 **Confidentiality.** Each Limited Partner shall keep confidential and shall not disclose without the prior written consent of the General Partner any information regarding the Partnership, comprising trade secrets or proprietary commercial or financial information of any Person provided to it by the General Partner or the Manager, provided that a Limited Partner may disclose any such information:

16.3.1 to any other Limited Partner or their representatives, as long as such Persons are bound by duties of confidentiality;

16.3.2 as has become generally available to the public other than as a result of the material breach of this clause by the Limited Partner or any agent, attorney or affiliate of the Limited Partner;

16.3.3 as may be required or as may be appropriate to be included in any report, statement or testimony required to be submitted to any municipal, provincial, state or national regulatory body having jurisdiction over (or entitled to receive reports from) the Limited Partner;

16.3.4 as may be required by any law, order, regulation, rule having the force of law, or policy (including any internal policy of a Limited Partner that has been disclosed to the General Partner in writing at or prior to the date of the Limited Partner's subscription to the Partnership) to which the Limited Partner is subject;

16.3.5 to the extent necessary to exercise or assert any rights that the Limited Partner may have at law or pursuant to this Agreement;

16.3.6 to its employees and professional advisors, external independent auditors, custodians and fund administrators, so long as such Persons are bound by similar duties of confidentiality; and

16.3.7 as may be required in connection with an audit or examination by any governmental or regulatory authority to which the Limited Partner is subject,

including tax authorities, notwithstanding that this shall not limit the disclosure of the tax treatment or tax structure of the Partnership (or any transactions undertaken by the Partnership).

16.4 Postal address

16.4.1 Any written notice in connection with this Agreement or documents in legal proceedings may be sent or delivered:

16.4.1.1 in the case of the General Partner, RainFin and marked for the attention of Sean Emery and

16.4.2 The notice shall be deemed to have been duly given:

16.4.2.1 on delivery, if delivered to the Partner's physical address during normal business hours (or on the first Business Day after that if delivered outside such hours);

16.4.2.2 on despatch, if sent to the Partner's then email address during normal business hours (or on the first Business Day after that if dispatched outside such hours); unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee

16.4.3 A Partner may change that Partner's address or email address for this purpose, by notice in writing to the other Partners such change to be effective only on and with effect from the 7th (seven) Business Day after the giving of such notice.

16.4.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen delivery address.

16.5 Entire contract

This Agreement together with the Token Documentation contains all the express provisions agreed on by the Partners with regard to the subject matter of the Agreement and the Partners waive the right to rely on any alleged provision not expressly contained in this Agreement.

- 16.6 **FICA.** Each of the Partners shall comply with the requirements of FICA before being admitted as Partners in terms of Clause 3.
- 16.7 **Terms and Conditions.** The Terms and Conditions contain certain benefits (stipulation alteri's) in favour of the Partnership which benefits (stipulations) the Partnership hereby accepts.
- 16.8 **No representations.** A Partner may not rely on any representation which allegedly induced that Partner to enter into this Agreement, unless the representation is recorded in this Agreement.
- 16.9 **Cancellation and waiver.** No contract cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Partners.
- 16.10 **Variation of this Agreement.** This Agreement may be amended in whole or in part by the General Partner provided, however, that no such variation shall be made which shall impose upon any Partner any obligation to make any further settlement to the Partnership beyond the amount of its Capital Investment or which otherwise adversely affects the rights and interests of the General Partner or the Limited Partners, including without limitation to any change in the allocation of the Redemption Proceeds.
- 16.11 **Indulgences.** The grant of any indulgence by a Partner under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor. Accordingly, if a Partner at any time breaches any of that Partner's obligations under this Agreement, the aggrieved Partner:
- 16.11.1 may at any time exercise any right that became exercisable directly or indirectly as a result of the breach unless the aggrieved Partner expressly elects in writing not to exercise that right or to relinquish that right, or the aggrieved Partner by its clear and unambiguous conduct (amounting to more than mere delay) elects not to exercise that right;
 - 16.11.2 may accept the late performance of the Partner in breach, which acceptance shall be provisional only and shall not prevent the aggrieved Partner from exercising at any time the aggrieved Partner's rights arising out of that breach;
 - 16.11.3 shall not be prevented (estopped) from exercising the aggrieved Partner's rights arising out of that breach, despite the fact that the aggrieved Partner may have

elected or agreed on one or more previous occasions not to exercise the aggrieved Partner's rights arising out of any similar breach or breaches.

- 16.12 **Risks.** The Partners acknowledge that an investment in the Partnership entails certain risks that are naturally associated with the Asset.
- 16.13 **Cession.** Except as provided for elsewhere in this Agreement, a Partner may not cede, assign or transfer any or all of that Partner's rights or any or all of that Partner's obligations under this Agreement.
- 16.14 **Applicable law.** This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.
- 16.15 **Jurisdiction of South African courts.** The Partners consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg, for any proceedings arising out of or in connection with this Agreement.
- 16.16 **Costs.**
- 16.16.1 Each Partner shall bear that Partner's own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.
- 16.16.2 Any costs, including attorney and own client costs and VAT, incurred by a Partner arising out of a breach by another Partner shall be borne by the Partner in breach.
- 16.17 **Execution.** This Agreement may be executed electronically by the General Partner. It shall not be required to be signed by the Limited Partners, and by purchasing the Tokens, the Limited Partners are deemed to accept all the terms and provisions herein and to be bound by such terms of this Agreement.

[signature page to follow – Signed Electronically]



GARRINGTON PRIVATE CREDIT TOKEN *EN COMMANDITE* LIMITED PARTNERSHIP AGREEMENT

FOR THE SINGLE PURPOSE OF INVESTING IN :

GARRINGTON PRIVATE CREDIT FUND II

made between

RainFin Pty Ltd Registration number: 2008/029213/07 (as the “**General Partner**” to the Partnership)

Signed

SEAN EMERY

1 December 2024

and

Coral Cove Capital Ltd.

(as the “**Initial Limited Partner**” to the Partnership)

Signed

Toreigh Stuart

1 December 2024

and

THE LIMITED PARTNERS – Being Token Holders

(being the Persons who, from time to time, are admitted to the Partnership as Limited Partners, as defined below, **by acquiring Tokens from the Initial Limited Partner, the Partnership or other Limited Partners**)

Signed

Audit Trail

2024-12-09 16:39:02 SAST	Status marked as complete.	
2024-12-09 16:38:57 SAST	sean.emery@rainfin.com (Sean Emery) completed signing document	2c0f:f4a8:2200:3c:2953:3f9f:32ac:8c60
2024-12-09 16:38:43 SAST	sean.emery@rainfin.com (Sean Emery) accepted QuicklySign Terms and Conditions	2c0f:f4a8:2200:3c:2953:3f9f:32ac:8c60
2024-12-09 16:38:35 SAST	sean.emery@rainfin.com (Sean Emery) opened document	2c0f:f4a8:2200:3c:2953:3f9f:32ac:8c60
2024-12-09 16:38:35 SAST	sean.emery@rainfin.com (Sean Emery) clicked document link	2c0f:f4a8:2200:3c:2953:3f9f:32ac:8c60
2024-12-09 13:48:25 SAST	Email has been received by sean.emery@rainfin.com mail server	167.89.84.21
2024-12-09 13:48:22 SAST	Signature request sent to: sean.emery@rainfin.com (Sean Emery)	
2024-12-09 13:48:16 SAST	toreigh.stuart@garringtonco.com (Toreigh Stuart) completed signing document	24.231.43.251
2024-12-09 13:45:50 SAST	toreigh.stuart@garringtonco.com (Toreigh Stuart) accepted QuicklySign Terms and Conditions	24.231.43.251
2024-12-09 13:45:41 SAST	toreigh.stuart@garringtonco.com (Toreigh Stuart) opened document	24.231.43.251
2024-12-09 13:45:41 SAST	toreigh.stuart@garringtonco.com (Toreigh Stuart) clicked document link	24.231.43.251
2024-12-09 08:22:19 SAST	Email has been received by toreigh.stuart@garringtonco.com mail server	149.72.149.168
2024-12-09 08:22:17 SAST	Signature request sent to: toreigh.stuart@garringtonco.com (Toreigh Stuart)	
2024-12-07 16:59:53 SAST	Email has been received by toreigh.stuart@garringtonco.com mail server	149.72.149.168
2024-12-07 16:59:48 SAST	Signature request sent to: toreigh.stuart@garringtonco.com (Toreigh Stuart)	
2024-12-05 16:59:40 SAST	Email has been received by toreigh.stuart@garringtonco.com mail server	149.72.251.1
2024-12-05 16:59:38 SAST	Signature request sent to: toreigh.stuart@garringtonco.com (Toreigh Stuart)	
2024-12-05 16:59:33 SAST	Nicky Oates changed the status to:awaiting_signatures	41.13.148.202
2024-12-05 16:54:42 SAST	nicky@caeppartners.com (Nicky Oates) uploaded document	41.13.148.202

Signers

Toreigh Stuart

Email: toreigh.stuart@garringtonco.com

Role: signer-1

Mobile Number: None

User Identification: email

Toreigh Stuart

Date completed: 2024-12-09 13:47:13 SAST

Sean Emery

Email: sean.emery@rainfin.com

Role: signer-2

Mobile Number: +27834008875

User Identification: mobile

SEAN EMERY

Date completed: 2024-12-09 16:38:46 SAST

CC Recipients

Michael Shouldice

mshouldice@garringtonfs.com

Cheng Dang

cheng.dang@nextedgecapital.com

Supporting documentation

Supporting documents that were uploaded, as part of the signing process, can be found on the document page online.

Online verification

This document can be verified online here

https://financial.quicklysign.com/verify_document/IXia2iLIE0qrx21939750d7f6_FA3NFKsbrVoPFA