GRESHAM HOUSE FOREST FUND I LP

~~THIRD~~FOURTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

AMONGST

~~FIM~~GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED

AND

FIM EXECUTIVES LIMITED PARTNERSHIP

AND

GRESHAM HOUSE ASSET MANAGEMENT LIMITED

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~~THIRD~~FOURTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

AMONGST

(1) **~~FIM~~GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED**, a company incorporated under the Companies Act 1985 (registered number 06615249) whose registered office is at 5 New Street Square, London, England, EC4A 3TW, as general partner of the Partnership;

(2) **FIM EXECUTIVES LIMITED PARTNERSHIP**, a Scottish Limited Partnership (registered number SL006334) whose principal place of business is at ~~15 Atholl Crescent~~C/O Brodies LLP, Capital Square, 58 Morrison Street, Edinburgh, EH3 ~~8HA~~8BP, as a special limited partner acting by its general partner FIM WINDFARMS (SC) GENERAL PARTNER LIMITED, a company incorporated in Scotland under the Companies Act 1985 (registered number SC334714) whose registered office is at ~~15 Atholl Crescent~~C/O Brodies LLP, Capital Square, 58 Morrison Street, Edinburgh, EH3 ~~8HA~~8BP; and

(3) **GRESHAM HOUSE ASSET MANAGEMENT LIMITED**, a company incorporated in England and Wales under the Companies Act 2006 (registered number 09447087) whose registered office is at 5 New Street Square, London, United Kingdom, EC4A 3TW, and which is authorised by the Financial Conduct Authority inter alia to manage unauthorised Alternative Investment Funds, solely in its capacity as the Manager.

BACKGROUND:

(A) The Partnership has been registered as Gresham House Forest Fund I LP, a limited partnership in Scotland under the Limited Partnerships Act 1907, as amended, supplemented or replaced from time to time, with registered number SL006597. The Partnership was designated as a Private Fund Limited Partnership pursuant to section 8D of the Limited Partnerships Act 1907 on [ ] 2026.

(B) The parties are entering into this Agreement with a view to amending and restating the terms of the ~~second~~third amended and restated limited partnership agreement dated ~~21 April 2017~~1 June 2020 (the "**~~2017~~2020 Agreement**") in order to document the amendments to the ~~2017~~2020 Agreement, in accordance with the resolutions duly passed by the Limited Partners on ~~24 March~~[•] 202~~0~~6.

(C) FIM Services Limited was appointed as the manager of the Partnership pursuant to an investment management agreement dated 1 December 2008, and pursuant to a novation agreement dated 1 January 2019, the Manager was appointed as the manager of the Partnership with effect therefrom. The Manager is authorised and regulated by the Financial Conduct Authority and it holds the necessary permissions under Part IV of the Financial Services and Markets Act 2000 to act as the Partnership's AIFM (as defined below) and to operate and manage the Partnership in accordance with the terms of the Management Agreement (as defined below).

(D) The General Partner and the Special Limited Partner wish to enter into this Agreement and the other Limited Partners agree to be bound by this Agreement which shall constitute the terms of the Partnership.

1 AMENDMENT OF ~~2017~~2020 AGREEMENT

The parties hereby agree that the ~~2017~~2020 Agreement has been amended with effect from the date of this Agreement. This Agreement supersedes and replaces the ~~2017~~2020 Agreement.

2 GENERAL PROVISIONS

2.1 Definitions

As used herein the following terms have the meanings given below:

"~~2017~~2020 Agreement" shall have the meaning given in the recitals hereto;

"A Partnership Shares" ~~shall~~ means Partnership Shares which are acquired by Limited Partners after the Initial Closing Date and on or before the Second Closing Date which are not Founder Partnership Shares or Initial Partnership Shares;

"AC Covered Person" ~~shall~~ means each Person serving, or who has served, as a member of the Advisory Committee (and, with respect to Claims or Damages arising out of or relating to such service only, the Limited Partner that such Person represents and each of such Limited Partner's officers, directors, employees, partners, members, managers, agents and other representatives);

"Accounting Period" shall have the meaning given in clause 2.6;

"Acquisition Cost" ~~shall~~ means, with respect to any ~~Investment~~Partnership Asset, the acquisition cost of such ~~Investment~~Partnership Asset, together with any expenses related to the acquisition of such ~~Investment;~~Partnership Asset;

"Acquisition Fee" shall have the meaning given in clause 8.4.3;

"~~**Act"** shall mean~~**Act"** means the Limited Partnerships Act 1907 of the United Kingdom, as amended, ~~supplemented or replaced from time to time~~

"**Additional Income Generation Fee**" shall have the meaning given in clause 8.4.4;

"Additional Limited Partner" ~~shall~~ means any Person admitted to the Partnership as a Limited Partner after the Initial Closing Date pursuant to clauses 11.2.2 – 11.2.4;

"Additional Partnership Shares" ~~shall~~ means the A Partnership Shares, the B Partnership Shares, the C Partnership Shares, the D Partnership Shares, the E Partnership Shares, the F Partnership Shares and any other additional class of Partnership Shares that may be created;

"Advisory Committee" shall have the meaning given in clause 4.5;

"Affiliate" ~~shall~~ means with respect to any specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified, provided that the Manager shall be deemed to be an Affiliate of the General Partner and vice versa. For the purposes of this definition, the term "control" and its corollaries ~~shall~~ means (a) the direct or indirect ownership of in excess of 50% of the equity interests (or interests convertible into or otherwise exchangeable for equity interests) in a Person or (b) the possession of the direct or indirect right to vote in excess of 50% of the voting securities or elect in excess of 50% of the board of directors or other governing body of a Person (whether by securities ownership, contract or otherwise);

"Affiliated Partner" ~~shall~~ means the Special Limited Partner and any other Limited Partner that is an Affiliate of the Manager, the Special Limited Partner or the General Partner;

"AIFM" has the meaning given in the AIFMD;

"AIFMD" means Directive 2011/61/EU on Alternative Investment Fund Managers (Level 1), as supplemented by Commission delegated Regulation (EU) No.231/2013 of 19 December 2012 (Level 2) as implemented in the UK by the Regulations and any equivalent or similar law, rule or regulation implemented in the United Kingdom as a result of its withdrawal from the European Union or otherwise and the rules and guidance issued by the FCA from time to time, in each case in so far as applicable to the Manager in the provision of services under the Agreement and as may be amended from time to time;

"~~Alternative Investment Fund"~~ ~~shall have the meaning given in Article 4(i) of AIFMD;~~

~~**"this**~~ **Agreement"** ~~shall~~ means this ~~second~~ amended and restated limited partnership agreement, as amended, supplemented or restated from time to time;

"Alternative Investment Fund" shall have the meaning given in Article 4(i) of AIFMD;

"Annual Meeting" shall have the meaning given in clause 9.3.1;

"~~Application Form"~~ ~~means the application form to be entered into by each new Limited Partner in relation to their admission to the Partnership in the form determined by the Manager from time to time~~**Arm's Length Test"** shall have the meaning given in clause 3.3.2;

"Auditors" means the auditors of the Partnership from time to time appointed by the General Partner in consultation with the Manager;

"Authorised Person" ~~shall~~ means a Person who holds the necessary authorisation (if any) required to carry on in the jurisdiction in which it carries on business the activities it is appointed to carry out on behalf of the Partnership, the General Partner or the Manager as the case may be, and who, in the case of the Manager and Depositary respectively, is a person authorised and permitted to act as the AIFM or Depositary (as the case may be) of the Partnership in accordance with the AIFMD;

"B Partnership Shares" ~~shall~~ means Partnership Shares which are acquired by Limited Partners after the Second Closing Date and on or before the Third Closing Date;

"Business Day" ~~shall~~ means any day other than (a) Saturday and Sunday and (b) any other day on which banks located in City of London are required or authorised by law to remain closed;

"Buying Partner" means a Limited Partner increasing or seeking to increase their interest in the Partnership pursuant to clause 12;

"C Partnership Shares" ~~shall~~ means Partnership Shares which are acquired by Limited Partners after the Third Closing Date and on or before the Fourth Closing Date;

"Capital Account" shall have the meaning given in clause 7.1;

"Capital Contribution" ~~shall~~ means, with respect to any Partner, the amount of such Partner's capital contribution to the Partnership as provided for in this Agreement or Deed of Adherence of such Partner and evidenced by that Partner's execution of this Agreement or Deed of Adherence as accepted by the Manager and as given in the Register (or, in the case of the General Partner, as stated in the Register only), as such amount may be increased by such Partner pursuant to ~~clauses 11.2.1 – 11.2.4~~the provisions of this Agreement and which for the avoidance of doubt shall include capital contributions in kind with respect to D Partnership Shares and E Partnership Shares;

"Capital Gain" ~~shall~~ means, with respect to any ~~Investment~~Partnership Asset, the amount (if any) by which the proceeds of disposal of such ~~Investment~~Partnership Asset (after deduction of the expenses of the Partnership associated with such disposal) exceed the Acquisition Cost of such ~~Investment~~Partnership Asset;

"Capital Loss" ~~shall~~ means, with respect to any ~~Investment~~Partnership Asset, the amount (if any) by which the Acquisition Cost of such ~~Investment~~Partnership Asset exceeds the proceeds of disposal of such ~~Investment~~Partnership Asset after deduction of the expenses of the Partnership associated with such disposal;

"Claims" shall have the meaning given in clause 10.1.1;

"Closing Dates" ~~shall~~ means the Initial Closing Date when the Initial Limited Partners are admitted to the Partnership, the Second Closing Date, the Third Closing Date, the Fourth Closing Date, any Fund Merger Closing Date, and any other date at which the General Partner admits one or more Additional Limited Partners to the Partnership pursuant to this Agreement and one or more Deeds of Adherence in accordance with the terms of clause 11.2.4;

"Commencement Date" ~~shall~~ means 1 December 2008;

"Consult" and its corollaries ~~shall~~ means, with respect to the Advisory Committee, provide details to the Advisory Committee of the matter in relation to which the Advisory Committee is being consulted, give full and due consideration of the resolutions of the Advisory Committee with respect to such matter and act reasonably in relation to such resolutions and in any action to be taken or not taken as a result;

"Consumer Price Index" means the Consumer Prices Index including Owner Occupiers' Housing Costs published by the Office for National Statistics, or any replacement index approved by the General Partner, acting reasonably;

"Covered Person" ~~shall~~ means the General Partner, the Manager and each of their respective Affiliates; each of the current and former shareholders, officers, directors, employees, partners, members, managers and agents of any of the General Partner, the Manager and each of their respective Affiliates and each AC Covered Person;

"Current Account" shall have the meaning given in clause 7.1;

"D Partnership Shares" means Partnership Shares which are acquired by Limited Partners which were previously limited partners in STELP, pursuant to the Fund Merger;

"Damages" shall have the meaning given in clause 10.1.1;

"Deed of Adherence" ~~shall~~ means the ~~D~~deed of ~~A~~adherence, subscription agreement or equivalent document in a form approved by the General Partner and executed by a Limited Partner whether personally or by its attorney (other than the Special Limited Partner) in connection with its admission to the Partnership ~~to include a power of attorney in favour of the General Partner~~;

"Depositary" ~~shall~~ means IQ EQ Depositary Company (UK) Limited or such other depositary appointed by the Manager or by the Partnership or General Partner on the direction of the Manager, from time to time pursuant to clause 8.5;

"Disabling Conduct" ~~shall~~ means (a) with respect to any Person other than an AC Covered Person, fraud, wilful misconduct, bad faith or gross negligence by or of such Person; reckless disregard of the obligations and duties of such Person in relation to the Partnership; a material violation of this Agreement by such Person that, if curable, is not cured within 30 days after a written notice describing such violation has been given to such Person; or, in the case of the Manager, a material violation of FSMA binding upon it that causes material financial harm to the Partnership and/or any Limited Partner; and (b) with respect to any AC Covered Person, fraud, bad faith or wilful misconduct by or of such AC Covered Person;

"Distributable Cash" ~~shall mean surplus funds arising under~~means amounts of cash that may be distributed in accordance with clause ~~2.4~~7.4.1~~;~~ and the other provisions of this Agreement;

"E Partnership Shares" means Partnership Shares which are acquired by Limited Partners which were previously limited partners in TLP, pursuant to the Fund Merger;

"F Partnership Shares" means (i) Partnership Shares which are acquired by new Limited Partners, but not including D Partnership Shares or E Partnership Shares and (ii) any Partnership Shares transferred pursuant to a Liquidity Window, which shall be redesignated as F Partnership Shares;

"~~FCA" shall~~FCA" means the Financial Conduct Authority for the United Kingdom;

"FCA Handbook" ~~shall~~ means the Handbook of rules and guidance of the FCA in force from time to time;

"Final Termination Date" ~~shall~~ means 30 November 20~~4~~51;

"First Termination Date" ~~shall~~ means 30 November 203~~3~~6;

"Founder Limited Partner" ~~shall~~ means a Limited Partner who acquired his or her Partnership Shares in exchange for the acquisition by the Partnership of the members' interests in FIM Timber Growth Fund IV;

"Founder Partnership Shares" ~~shall~~ means Partnership Shares which were originally acquired by Founder Limited Partners in exchange for interests in FIM Timber Growth Fund IV;

"Fourth Closing Date" means 31 October 2020;

"FSMA" ~~shall~~ means the Financial Services and Markets Act 2000 of the United Kingdom and any delegated legislation, rules and guidance promulgated thereunder, as amended or supplemented from time to time;

"Fund Merger" means the ongoing process by which the Partnership (i) acquires partnership interests from certain limited partners in STELP and TLP, in exchange for issuing those limited partners with D Partnership Shares and E Partnership Shares respectively and (ii) may receive additional liquidity from a new Limited Partners by issuing such Limited Partners with F Partnership Shares, together with any related or ancillary steps, arrangements or agreements implemented in order to effect such process;

"Fund Merger Closing Date" means the points in time at which Additional Limited Partners, acquiring D Partnership Shares or E Partnership Shares, are admitted to the Partnership;

"Fund Merger Completion Date" means a date determined by the Manager on which the Fund Merger is deemed to have been completed for the purposes of this Agreement;

"Further Period" shall have the meaning given in clause 7.4.3;

"Gazette" shall have the meaning given in section 10(2) of the Act;

"General Partner" ~~shall~~ means ~~FIM~~Gresham House Forest Funds General Partner Limited, a limited liability company incorporated in England, in its capacity as the general partner of the Partnership, or any additional or successor general partner admitted to the Partnership as a general partner thereof in accordance with the terms hereof, in its capacity as a general partner of the Partnership, in each case as the context requires;

"General Partner's Share" shall have the meaning given in clause 8.3;

"Indebtedness" ~~shall~~ means (a) all indebtedness of the Partnership for borrowed money and all other similar obligations contingent or otherwise, including surety bonds, letters of credit, bankers' acceptances, hedges and other similar financial contracts, (b) all obligations of the Partnership evidenced by notes, bonds, debentures or other similar financial instruments and (c) all guarantees by the Partnership of indebtedness described in (a) and (b) above;

"Initial Closing Date" means 30 June 2009;

"Initial Limited Partners" ~~shall~~ means the parties which were Limited Partners at the Initial Closing Date;

"Initial Partnership Shares" ~~shall~~ means Partnership Shares acquired by Limited Partners on or prior to the Initial Closing Date which are not Founder Partnership Shares;

"Institutional Partner" means a Limited Partner holding a Capital Contribution of at least £20,000,000;

"Interest" ~~shall~~ means, with respect to any Partner, the interest of such Partner in, or with respect to, the Partnership in accordance with the terms of this Agreement, including such Partner's share in the profits and the capital of the Partnership and all other rights that such Partner has in, or with respect to, the Partnership;

~~**"Investment"** means any investment or asset acquired or proposed to be acquired by the Partnership, including (without limitation) any securities, Temporary Investments, contractual rights or benefits, chooses in action or other assets;~~

"Interim Transfer~~"Investment Objectives~~" shall have the meaning given in clause ~~2.4~~12.8;

~~**"IPD Index"** shall mean the IPD UK Annual Forestry Index – annualised total return, % per annum, published by MSCI or in the event that this index ceases to be published, its successor index or the index which in the reasonable opinion of the General Partner most closely resembles it;~~

"IRR" means the internal rate of return accruing to Partners from distributions made by the Partnership ~~plus final market value of investments~~(including distributions made pursuant to clauses 7.3 and 14.2.2) derived by calculating the discount rate which when applied to a series of cashflows produces a result equivalent to zero;

~~**"LIBOR"** shall mean the London Interbank Offered Rate for three-month Sterling deposits as quoted by the Financial Times (or any successor publication thereto) from time to time or, if the Financial Times is not published or does not quote a rate, as quoted by a lending bank selected by the Manager;~~

"Limited Partners" ~~shall~~ means the Persons (including the Special Limited Partner and the Initial Limited Partners) admitted as limited partners of the Partnership, including any Limited Partners admitted by Deed of Adherence after the Initial Closing Date which limited partners shall be listed in the Register, and shall include their successors and permitted assigns to the extent admitted to the Partnership as limited partners in accordance with the terms hereof, in their capacities as limited partners of the Partnership, and shall exclude any Person that ceases to be a Partner in accordance with the terms hereof;

"Liquidity Window" means the annual process operated by the Manager in accordance with clause 12 in which Limited Partners can apply to increase or reduce their interests in the Partnership;

"Majority in Interest" ~~shall~~ means Limited Partners, other than Affiliated Partners, aggregating in excess of 50% (or such other specified percentage as set out in this Agreement) by nominal value of Partnership Shares of those Limited Partners, other than Affiliated Partners, who have voted on the resolution in question at the meeting of the Limited Partners;

"Management Agreement" ~~shall~~ means the agreement between the Partnership and the Manager providing for the Partnership's management by the Manager;

"Management Fee" has the meaning given to it in clause 8.4.1;

"Manager" ~~shall~~ means Gresham House Asset Management Limited, an English limited liability company, and any successor thereto;

"Manager and General Partner Expenses" ~~shall~~ means the costs and expenses incurred by the Manager and the General Partner in providing for their respective normal operating overheads, including the profit shares of their respective members or partners (as the case may be) and the salaries of their respective employees, rent and other expenses incurred in maintaining their respective places of business, but not including Organisational Expenses or Partnership Expenses;

"Material Adverse Effect" ~~shall~~ means (a) a violation of any statute, rule or regulation applicable to a Partner that is reasonably likely to have a material adverse effect on any ~~Investment~~Partnership Asset or any Affiliate thereof or on the Partnership, the General Partner, the Manager or any of their respective Affiliates or on any Partner or any Affiliate of any such Partner or (b) an occurrence that is reasonably likely to subject the Partnership, the General Partner, the Manager or any of their respective Affiliates or any Partner or any Affiliate of any such Partner or any ~~Investment~~Partnership Asset 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;

"Merging Limited Partner" means those limited partners in STELP or TLP who, as part of the Fund Merger, elect to transfer the whole of their STELP or TLP partnership interests to the Partnership in exchange for Partnership Shares;

"Net Asset Value" of the Partnership means the excess of the value of the Partnership Assets over the value of Partnership Liabilities, as valued in accordance with clause 13. For the avoidance of doubt any accrued but unpaid Performance Fee due under clause 12.9 shall not be deducted when calculating the Net Asset Value;

"Net Income" or **"Net Income Loss"** ~~shall~~ means the amount of net income or net income loss, respectively, calculated by subtracting (a) the expenses and losses (other than Capital Losses, expenses included in the Acquisition Costs of ~~Investments~~Partnership Assets and expenses associated with the disposal of ~~Investments~~Partnership Assets) from (b) the gross income of the Partnership, being amounts other than Capital Gains which are determined by the General Partner to be in the nature of income;

"**Non-Timber Revenue**" means any income from a Partnership Asset that is not from the proceeds of harvesting and selling timber, except that the proceeds from any crop compensation payments (or similar) arising out of or otherwise in connection with harvesting and selling timber shall be Non-Timber Revenue;

"Organisational Expenses" ~~shall~~ means all costs and expenses incurred in connection with the establishment and organisation of the Partnership and the sale of Interests, as determined in good faith by the General Partner, including all out-of-pocket legal, travel and filing fees and expenses;

"Partners" ~~shall~~ means the General Partner and the Limited Partners (and not, for the avoidance of doubt, the Manager);

"Partnership" shall have the meaning given in the recitals hereto;

"Partnership Asset" means any business asset acquired or proposed to be acquired by the Partnership, including (without limitation) any securities, Temporary Assets, contractual rights or benefits or other assets;

"Partnership Expenses" ~~shall~~ means the costs, expenses and liabilities that are determined by the General Partner in its reasonable discretion to be reasonably and properly incurred by or arise out of the operation and activities of the Partnership (where reasonably and properly incurred) including:

(a) the fees and expenses relating to ~~consummated Investments, proposed but unconsummated Investments~~the acquisition of Partnership Assets, proposed acquisitions of Partnership Assets, the costs of the Fund Merger, indebtedness or guarantees (including interest) and Temporary ~~Investments~~Assets, including the evaluation, acquisition, holding and disposition thereof, to the extent that such fees and expenses are not reimbursed by any third Person;

(b) premiums for insurance protecting the Partnership and any Covered Persons from liabilities to third Persons in connection with Partnership affairs, to the extent that the cost of such premiums is not reimbursed by any third Person;

(c) the fees and expenses of the ~~Manager, the~~ Depositary, legal, custodial, administrative and accounting expenses (including, without limitation, expenses associated with the preparation of the Partnership's financial statements and tax returns and reports) including expenses paid or incurred in connection therewith;

(d) auditing, accounting, banking and consulting expenses;

(e) expenses of the Advisory Committee;

(f) costs and expenses that are classified as extraordinary expenses under generally accepted accounting principles;

(g) taxes and other governmental charges, fees and duties payable by the Partnership (including VAT);

(h) subject to clause 10.1, Damages;

(i) costs of winding up and liquidating the Partnership;~~ and~~

(j) interest on and fees and expenses related to or arising from any Indebtedness of the Partnership; but not including Organisational Expenses or Manager and General Partner Expenses; and

(k) fees payable to the Manager including the Management Fee, each Acquisition Fee, each Additional Income Generation Fee and the Services Fees.

"Partnership Law" ~~shall~~ means the Act and the Partnership Act 1890 (insofar as it applies to limited partnerships established under the Act), in each case as amended, supplemented or replaced from time to time;

"Partnership Liabilities" means all fees, costs, expenses, taxes and liabilities (contingent or otherwise) of the Partnership;

"Partnership Objectives" shall have the meaning given in clause 2.4;

"Partnership Share" ~~shall~~ means Founder Partnership Shares, Initial Partnership Shares, A Partnership Shares, B Partnership Shares C Partnership Shares, D Partnership Shares, E Partnership Shares and ~~C~~F Partnership Shares, each of which for the purposes of the defined term "Majority in Interest" only shall have a nominal value of £1,000~~;~~ and, for the purposes of the Partnership's internal administration, may be organised into such numbered series of Partnership Shares as the Manager may determine;

"Performance Fee" has the meaning given in clause 12.9

"Person" ~~shall~~ means any individual or entity, including any body corporate, partnership, limited partnership, limited liability partnership, association, limited company, open-ended investment company, joint-stock company, trust, unit trust, unincorporated association, government or governmental agency or authority;

"Pounds Sterling" or **"£"** means the currency of the United Kingdom;

"~~Private Placement Memorandum" shall mean such Private Placement Memorandum relating to the private offering of Interests, as the Manager may from time to time issue to prospective investors in the Partnership, together with any amendments and supplements thereto~~Pre-PFLP Capital Contribution" means any Capital Contribution made to the Partnership prior to its re-registration as a Private Fund Limited Partnership;

"Proceeding" shall have the meaning given in clause 10.1.1;

"Profits" ~~shall~~ means, in relation to an Accounting Period, the Net Income and Capital Gains for the Accounting Period;

"**Quarter Date**" means March 1, June 1, September 1 and December 1, or the next closest succeeding Business Day of each quarter;

"Register" shall have the meaning given in clause 2.11;

"Registrar" ~~shall~~ means the Registrar of Limited Partnerships in Scotland;

"Regulated Activities Order" ~~shall~~ means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended, supplemented or replaced from time to time;

"Removal Conduct" ~~shall~~ means, with respect to any Person, (a) conduct constituting fraud, wilful misconduct, bad faith, gross negligence, or reckless disregard of its obligations and duties, and any conduct amounting to a criminal offence in connection with the ~~investment,~~ management, operation or winding up of the Partnership or (b) a material violation of this Agreement that, if curable, is not cured within 30 days after written notice describing such violation has been given to such Person, or (c) the entry of a verdict, judgment, order or injunction that prohibits or materially impairs the management of the Partnership by the General Partner or the Manager;

"Second Closing Date" means 31 March 2013;

"Second Termination Date" ~~shall~~ means 30 November ~~2037;~~2041;

"Selling Partner" means a Limited Partner reducing or seeking to reduce their interest in the Partnership pursuant to clause 12;

"Special Limited Partner" ~~shall~~ means FIM Executives Limited Partnership acting by its general partner FIM Windfarms (SC) General Partner Limited or such other Special Limited Partner as may be appointed by the General Partner;

"Sharing Percentage" ~~shall~~ means, with respect to any Partner, a fraction, expressed as a percentage, (a) the numerator of which is the Capital Contribution of the Partner in question; and (b) the denominator of which is the aggregate Capital Contribution of all of the Partners;

"STELP" means Gresham House Sustainable Timber and Energy LP, a Scottish limited partnership with registered number SL007703 and whose registered office is C/O Brodies LLP, Capital Square, 58 Morrison Street, Edinburgh, EH3 8BP;

"Subsequent Closing Dates" ~~shall~~ means the Second Closing Date, the Third Closing Date, the Fourth Closing Date, any Fund Merger Closing Date, and such other date as specified in any offering of Interests after the Fourth Closing Date;

"Substitute Limited Partners" ~~shall~~ means the Persons (other than the Special Limited Partner) admitted as Limited Partners of the Partnership in accordance with the assignation provisions set out in clause 12;

"~~Target Total Return~~Sustainability Objective" shall have the meaning given ~~to it~~ in clause ~~7.3.2.2.2~~2.4.1(f);

"Tax Information Provisions" ~~shall~~ means Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 as amended ("**FATCA**"), the OECD Common Reporting Standard ("**CRS**"), and the Directive for Administrative Co-operation in the field of taxation (Directive 2011/16/EU (as amended by 2014/107/EU)) ("**DAC**"),any successor provision that is substantively comparable thereto and any other current or future similar or related US or Non-US legislation, and any domestic legislation enacting such provisions or legislations in a jurisdiction in which the Partnership is established or otherwise resident including but not limited to the International Tax Compliance Regulations 2015 (SI 2015/878) (and in each case, any official interpretations thereof (including any published administrative guidance issued in connection therewith)), along with, for the avoidance of doubt, any legislation, intergovernmental agreements or regulations arising as a result of any intergovernmental approach to any of the foregoing or any other legislation pursuant to which the disclosure of information relating to investors or their tax position or status is necessary or desirable;

"Temporary ~~Investment"~~ ~~shall~~**Asset"** means cash or cash equivalents;

"Term" shall have the meaning given in clause 2.5;

"Third Closing Date" means 31 December 2017;

"Third Termination Date" means 30 November 2046;

"TLP" means Gresham House Timberland LP, a Scottish limited partnership with registered number SL019763 and whose registered office is C/O Brodies LLP, Capital Square, 58 Morrison Street, Edinburgh, EH3 8BP;

"~~Transfer" shall mean such permitted (in terms of this Agreement)~~Transfer" means the sale, assignation, transfer, exchange, pledge, encumbrance, including the charge or granting of a security interest or the granting of any participation therein or other disposition, whether legal or beneficial, of all or any part of any Interest whether voluntary or involuntary;

"Transferee" ~~shall~~ means the person to whom the Transferor proposes to Transfer any Interest to in accordance with this Agreement;

"Transferor" ~~shall~~ means the Partner who proposes to Transfer any Interest in accordance with this Agreement;

"Unclaimed Distribution" shall have the meaning given in clause 7.4.3;

"Unclaimed Period" shall have the meaning given in clause 7.4.3;

"United Kingdom" or **"UK"** ~~shall~~ means the United Kingdom of Great Britain and Northern Ireland;

"Valuation Date" ~~shall mean 31 May 2012,~~means 30 November ~~2016, 30 November 2019 and every two~~in each year~~s~~, ~~following~~commencing 30 November ~~2019 thereafter~~2026;

~~**"Value"** shall mean with respect to property investments and woodlands their fair market value as between willing seller and willing buyer on an arms length basis as shall be determined by the General Partner in good faith in accordance with UK generally accepted accounting principles;~~

"VAT" ~~shall~~ means value added tax and any equivalent tax chargeable in the United Kingdom or elsewhere, including interest and penalties thereon.

2.2 **Interpretation**

In this Agreement (unless the context otherwise requires):

2.2.1 the words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

2.2.2 reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;

2.2.3 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;

2.2.4 words importing persons shall include firms, companies and bodies corporate and vice versa;

2.2.5 words importing the singular shall include the plural and vice versa;

2.2.6 words importing any one gender shall include either other gender;

2.2.7 construction of this Agreement shall ignore the headings, contents list and front-sheet (all of which are for reference only);

2.2.8 references to a numbered clause are references to the clause of or to this Agreement so numbered;

2.2.9 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;

2.2.10 a reference to a time of day is a reference to the time in London;

2.2.11 an obligation to do something includes an obligation to procure it to be done;

2.2.12 an obligation not to do something includes an obligation not to allow it to be done; and

2.2.13 where the General Partner or the Manager have conferred upon either of them a discretion in relation to any matter however expressed (including as regards matters expressed to be within their sole discretion) such discretions shall be exercised in good faith in what the General Partner or the Manager respectively consider to be in the best interests of the Partnership.

2.3 **Name and Principal Place of Business**

2.3.1 The name of the Partnership is Gresham House Forest Fund I LP. Upon the termination of the Partnership, all of the Partnership's right, title and interest in and to the use of the name "Gresham House Forest Fund I LP" and any variation thereof, including any name to which the name of the Partnership may be changed, shall become the property of the General Partner, and the Limited Partners shall have no right and no interest in and to the use of any such name.

2.3.2 The Partnership remains registered with its principal place of business at ~~15 Atholl Crescent~~C/O Brodies LLP, Capital Square, 58 Morrison Street, Edinburgh, EH3 ~~8HA~~8BP, owns assets and carries on business in Scotland, England and Wales and has operational addresses also at ~~Glebe Barn, Great Barrington, Burford, Oxon, OX18 4US and 5 New Street Square, London, United Kingdom, EC4A 3TW~~1 Des Roches Square, Witney OX28 4BE.

2.4 **Purposes; Registration Pursuant to the Act**

2.4.1 The purposes of the Partnership ("the ~~Investment~~**Partnership Objectives**") are

~~2.4.1.1~~(a) To ~~invest in~~own and actively manage forests to generate a balance of income and capital returns through the ownership, development and operation of forest assets.

~~(a) To target:~~

~~1.1.1.a.1 up to (and including) November 2016, an annual distribution from November 2009 at a rate of 3% of capital subscribed to the Partnership, being adjusted to 3% of the value of the Partnership as determined by independent valuation on each Valuation Date, commencing from the November following such Valuation Date; and~~

~~1.1.1.a.2 from (and including) November 2017, an annual distribution of £55.00 per Partnership Share increasing annually at a rate of 1% over the rate of inflation, as measured by the increase in the Consumer Price Index, using the figure published by the Office for National Statistics (or any successive producer of official statistics for the UK) for the year to October or, if October's figure is not available the latest figure that is available two Business Days before the distribution is due to be paid.~~

~~2.4.1.2~~(b) To manage the forest assets to seek to achieve a balance between income and capital growth, by restricting income in a time of falling timber or property prices but increasing income when timber or property prices are higher with the objective of maximising the overall return to Limited Partners by the First Termination Date or each subsequent Termination Date, even if an adjustment results in a distribution as set out in clause ~~2.4.1.2~~7.3 not being paid. Any ~~such~~ change greater than 20% to the targeted distribution will in the first instance be subject to consultation with the Advisory Committee in accordance with clause ~~4.5.2~~4.5.2.

~~2.4.1.3~~(c) To use gearing up to a maximum of 20% of ~~Limited Partners' Interests at any one time~~the Net Asset Value of the Partnership at the date of the gearing being employed to provide (i) working capital, ~~or~~(ii) to ~~fund the purchase of Limited Partners' Interests in accordance with clause 12.2.~~develop specific renewable energy projects, subject to gearing being on normal project finance recourse terms and (iii) to permit the Partnership to acquire additional assets when the General Partner, on the advice from the Manager, considers it advantageous;

~~2.4.1.4~~(d) To reinvest cash surplus to (i) the targeted distributions set out in clause ~~2.4.1.2~~7.3.2, (ii) the working capital required to finance the Partnership's operations or (iii) as required to meet banking commitments, into new forest assets acquired to meet the requirements of the Partnership~~.~~;

(e) To allocate equity capital, either directly or structured through a joint venture or asset holding vehicle, to the development of renewable energy projects which have received planning consent, subject to a limit of 10% of the Net Asset Value of the Partnership at the time funds are invested in such a project;

(f) To achieve sustainability objective of contributing to climate change mitigation through (i) the acquisition and management of forest assets and (ii) the development of renewable energy projects (the "**Sustainability Objective**");

~~2.4.1.5~~(g) To engage in such other activities as the General Partner deems necessary, advisable, convenient or incidental to the foregoing purposes in clauses 2.4.1~~.1~~(a) to ~~2.4.1.5~~(f) above.

2.4.2 The Partnership is a limited partnership that has been registered pursuant to the Act. In accordance with the Act, the General Partner shall cause each Limited Partner's Capital Contribution to be registered as the amount of capital contributed to the capital of the Partnership by such Limited Partner. The General Partner shall provide a written statement to the Registrar notifying it of any change that may occur in the particulars required to be provided under the Act and specifying the date and nature of such change.

2.5 **Commencement and Duration**

2.5.1 The provisions of this Agreement shall take effect on the date of this Agreement, and subject to the provisions hereof, shall continue until the Partnership is wound up in accordance with the provisions of this Agreement and the Act.

2.5.2 The Partnership shall be terminated:

~~2.5.2.1~~(a) at the First Termination Date, unless at the duly convened annual meeting of Limited Partners occurring in the twelve months prior to the First Termination Date, which meeting is to be held not less than three months prior to the First Termination Date, a resolution is passed by a 75% Majority in Interest resolving that the Partnership should continue for a further period of ~~four~~five years up to the Second Termination Date; or

(b) in the event of the continuation of the Partnership beyond the First Termination Date in accordance with the terms of clause 2.5.2~~.1~~(a) above, at the Second Termination Date, unless at the duly convened annual meeting of Limited Partners occurring in the twelve months prior to the Second Termination Date, which meeting is to be held not less than three months prior to the Second Termination Date, a resolution is passed by a 75% Majority in Interest resolving that the Partnership should continue for a further period of ~~four~~five years to the Third Termination Date or

~~2.5.2.2~~(c) in the event of the continuation of the Partnership beyond the Second Termination Date in accordance with the terms of clause 2.5.2(b) above, at the Third Termination Date, unless at the duly convened annual meeting of Limited Partners occurring in the twelve months prior to the Third Termination Date, which meeting is to be held not less than three months prior to the Third Termination Date, a resolution is passed by a 75% Majority in Interest resolving that the Partnership should continue for a further period of five years to the Final Termination Date.

2.5.3 Should the meeting of the Limited Partners referred to in clause 2.5.2(a), 2.5.2~~.1~~(b) or 2.5.2~~.2~~(c) above not vote in such manner as results in a continuation of the Partnership, the General Partner shall inform all Limited Partners of the outcome of the vote immediately thereafter and forthwith convene a meeting of Limited Partners to wind up the Partnership at which all Limited Partners shall be bound to vote in favour of the resolution to wind up the Partnership.

2.6 Accounting Period

The accounting period of the Partnership shall begin on the 1 December in each year (except that the first accounting period shall begin on the date of the original limited partnership agreement of the Partnership, i.e. 1 December 2008) and in each case shall end on 30 November in each year (the "Accounting Period").

2.7 Power

Subject to clauses 3.1 and 8.1 and the other provisions of this Agreement, the General Partner (or, pursuant to clauses 3.1 and 8.1 the Manager, as applicable) shall be and hereby is authorised and empowered to do or cause to be done any and all acts determined by it to be necessary, advisable, convenient or incidental in furtherance of the purposes of the Partnership, without any further act, approval or vote of any Person, including any Limited Partner; and without limiting the generality of the foregoing, the General Partner (or, pursuant to clauses 3.1 and 8.1, the Manager, as applicable) shall have full power and authority, on behalf of the Partnership and so as to bind the Partnership thereby:

2.7.1 to investigate and analyse potential ~~Investments~~Partnership Assets and to structure and negotiate their acquisition;

2.7.2 to acquire, hold, transfer, manage, finance, refinance, vote and dispose of ~~Investments~~Partnership Assets and any other assets held by the Partnership, in accordance with and subject to the ~~Investment~~Partnership Objectives~~;~~, provided that, notwithstanding the Partnership Objectives, (i) during the period of two years from 30 November 2026, the General Partner and the Manager are authorised to implement a one-off disposal programme of Partnership Assets up to a maximum of 10% (being 5% each year ended 30 November) of the Net Asset Value of the Partnership and (ii) the General Partner and the Manager are authorised to dispose of Partnership Assets to give effect to the provisions of clauses 12.4.4 and 12.5.2(a).

2.7.3 to manage the Partnership in accordance with the Management Agreement;

2.7.4 to open, maintain and close bank, brokerage and money market accounts, to draw cheques or other orders for the payment of moneys, and to invest such funds as are temporarily not otherwise required for Partnership purposes in Temporary ~~Investments~~Assets;

2.7.5 to set aside funds for reasonable reserves, anticipated contingencies and working capital, including, without limitation, for expenses and liabilities of the Partnership;

2.7.6 to bring, defend, settle and dispose of Proceedings;

2.7.7 to engage consultants, depositaries, custodians, fund administrators, lawyers, accountants and other agents and employees, including Persons that may be Limited Partners or Affiliates thereof or Affiliates of the General Partner, and to authorise each such agent and employee (who may be designated as officers) to act for and on behalf of the Partnership;

2.7.8 to retain (directly or indirectly, including by delegation to its general partner or acting through its general partner) the Manager to ~~render~~provide manage~~rial~~ment services to the Partnership as contemplated by clause 8.1;

2.7.9 to execute, deliver and perform its obligations under the Management Agreement referred to in clause 8.1;

2.7.10 to amend or supplement such agreement, provided that such amendment or supplement is not inconsistent with the provisions of clause 8.1 and would not be reasonably likely to have an adverse effect on the Limited Partners;

2.7.11 to execute, deliver and perform its obligations under contracts and agreements of every kind, and amendments thereto, necessary or incidental to the offer and sale of Interests, to the acquisition, holding and sale of ~~Investments~~Partnership Assets, or otherwise to the accomplishment of the Partnership's purposes, and to take or omit to take such other actions in connection with such offer and sale, with such acquisition, holding or sale, or with the ~~investment and other~~ activities of the Partnership, as may be necessary, advisable, convenient or incidental to further the purposes of the Partnership;

2.7.12 to borrow money (subject to the limitations set out in clause 2.4.1~~.4~~(c)), issue guarantees or otherwise incur Indebtedness, and to enter into agreements with respect to obligations of the Partnership, to pledge assets of the Partnership and to enter into any instrument or arrangements in connection therewith, including entering into any pledge, security, lien, assignation or indemnity agreement and any modification, extension or renewal thereof;

2.7.13 to prepare and file all tax returns of the Partnership; to make such elections under applicable tax laws as to the treatment of items of Partnership income, gain, loss, deduction and credit, and as to all other relevant matters as the General Partner deems necessary or appropriate; and, subject to clause 9.1, to select the method of accounting and book-keeping procedures to be used by the Partnership;

2.7.14 to take all action that may be necessary, advisable, convenient or incidental for the continuation of the Partnership's valid existence as a limited partnership under the Act and in each other jurisdiction in which such action is necessary to protect the limited liability of the Limited Partners or to enable the Partnership, consistent with such limited liability, to conduct the ~~investment and other~~ activities in which it is engaged;

2.7.15 to calculate distributions under clause 7 with modifications that the Manager or General Partner may consider necessary to give proper effect to any share transfers, issues or cancellations, which are to be effected as part of a preceding Liquidity Window but have not been completed as at the distribution date including, but not limited to: (i) calculating distributions on the basis that any Sale Shares within a Liquidity Window which are to be cancelled pursuant to clause 12.5.2(c) have been cancelled; and (ii) holding back any distributions to be made in respect of Sale Shares which are to be transferred to Buying Partners until after the date of such transfer;

~~2.7.14~~2.7.16 to amend the sequence of steps and distributions to be taken under clause 12.5.2 in the event of an Annual Liquidity Window in which there is a Seller Excess (but not the ultimate outcome of such steps and distributions) in such a manner as the Manager may consider gives best effect to the outcome of the Liquidity Window and is in the interests of the Partners. Such amendments can include but are not limited to: (i) making interim distributions of the amounts to be paid out to Selling Partners under clause 12.5 (subject to such withholdings as may be deemed necessary); and

~~2.7.15~~2.7.17 to carry on any other activities necessary to, in connection with, or incidental to any of the foregoing or the Partnership's ~~investment and other~~ activities.

2.8 **Specific Authorisation**

Notwithstanding any other provision of this Agreement, the Manager, on behalf of the Partnership, may execute, deliver and perform any agreements in connection with the acquisition by any Person of Interests, any amendments to such agreements and all agreements contemplated thereby, all without any further act, approval or vote of any Partner or other Person. The Manager is hereby authorised to enter into and perform on behalf of the Partnership the agreements described in the immediately preceding sentence, but such authorisation shall not be deemed a restriction on the power of the Manager to enter into other agreements on behalf of the Partnership (subject to compliance with FSMA, any other applicable financial services and securities laws and regulations and any other restrictions expressly given in this Agreement including, without limitation, the restriction given in clause 8.1).

2.9 **Admission of Limited Partners**

A Person shall be admitted at the Commencement Date or Subsequent Closing Dates as a Limited Partner at such time as such Person (a) enters into a Deed of Adherence, (b) has duly executed (whether in person or by power of attorney) this Agreement, (c) has made a Capital Contribution to the Partnership in accordance with clause 6.1.1 and (d) is listed by the General Partner as a Limited Partner of the Partnership on the Register. After the Commencement Date, Persons shall be admitted as Limited Partners of the Partnership as provided in clauses 11 and 12.

2.10 **Expenses**

All Organisational Expenses and all Partnership Expenses shall be paid by the Partnership. To the extent that any of the General Partner, the Manager or any of their respective Affiliates pays any Organisational Expenses or Partnership Expenses, the Partnership shall reimburse such Person upon request. Manager and General Partner Expenses shall not be borne by the Partnership.

2.11 **Register**

The General Partner shall cause to be maintained at the principal office of the Manager the books and records of the Partnership, which shall include, among other things, the name, address and amount of the Capital Contribution of each Partner and such other information as the General Partner may deem necessary or desirable (the "**Register**"). Where one or more Persons are entered as a Limited Partner the Partnership will only be required to recognise the first name detailed on that Limited Partner's application for admission to the Partnership. The Register shall not be part of this Agreement. The General Partner shall from time to time update the Register as necessary to reflect accurately the information therein. Any reference in this Agreement to the Register shall be deemed a reference to the Register as in effect from time to time. Subject to the terms of this Agreement, the

General Partner may take any action authorised hereunder in respect of the Register without any need to obtain the consent of any other Partner. No action of any Limited Partner shall be required to amend or update the Register.

3 THE GENERAL PARTNER

3.1 Management of the Partnership, etc

Subject to clause 8.1, the management, control and operation of and the determination of policy with respect to the Partnership and its ~~investment and other~~ activities shall be vested in the General Partner (or, in relation to the matters referred to in clause 8.1, an Authorised Person who shall, as of the date hereof, be the Manager), in each case acting directly or through its duly appointed agents, and each of which is hereby authorised and empowered, within the scope of such authority, on behalf and in the name of the Partnership and in its own name, if necessary or appropriate, but subject to the other provisions of this Agreement, to carry out any and all of the purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary, advisable, convenient or incidental thereto. Subject to clause 8.1, the General Partner and the Manager (within the scope of its appointment as set out in clause 8.1) may exercise on behalf of the Partnership all of the powers given in clauses 2.7 and 2.8 and otherwise in this Agreement.

3.2 Reliance by Third Parties

In dealing with the General Partner and its duly appointed agents, including the Manager, no Person shall be required to inquire as to the General Partner's or any such agent's authority to bind the Partnership.

3.3 Conflicts of Interest, etc

3.3.1 The Partnership may enter into contracts and transactions with any of the General Partner, the Manager and their respective Affiliates expressly authorised or contemplated by this Agreement in which the General Partner or any Affiliate may have an actual or potential conflict of interest where the Arm's Length Test is satisfied in the manner set out in clause 3.3.2 below.

3.3.2 The General Partner, the Manager and their respective Affiliates may enter into contracts and transactions with the Partnership authorised or contemplated by this Agreement provided that the General Partner has Consulted with the Advisory Committee with respect to such contract or transaction and the Advisory Committee has determined that the terms of any such contract or transaction are no more favourable than would be obtained in arm's-length negotiations with an unrelated third Person for similar services (the "**Arm's Length Test**").

3.3.3 While the General Partner and the Manager intend to avoid situations involving conflicts of interest, each Limited Partner acknowledges that there may be situations in which the interests of the Partnership, in ~~an Investment~~a Partnership Asset or otherwise, may conflict with the interests of any of the General Partner, the Manager or their respective Affiliates. Each Limited Partner agrees that the activities of the General Partner, the Manager and their respective Affiliates expressly authorised or contemplated by this clause 3.3 or in any other provision of this Agreement may be engaged in by the General Partner, the Manager or any such Affiliate, as the case may be, and will not, in any case or in the aggregate, be deemed a breach of this Agreement or any other agreement contemplated herein or any duty that might be owed by any such Person to the Partnership or to any of the Partners at law or in equity or otherwise provided that in relation to each such conflict or potential conflict the Advisory Committee has been consulted as provided for in sub clause 3.3.2 and confirmed to the General Partner or as the case may be the Manager that in its opinion the "Arm's Length Test" has been satisfied and so long as all relevant legal requirements (including all conduct of business requirements) applicable to the Manager in that regard when acting in that capacity have been observed.

3.3.4 On any matter involving a conflict of interest (a) each of the General Partner and the Manager will be guided by its good faith judgement as to the best interests of the Partnership and shall take such actions as are determined by the General Partner or the Manager, as the case may be, to be necessary or appropriate to avoid or diminish such conflicts of interest and (b) the General Partner or the Manager will Consult with the Advisory Committee with respect to any matter as to which the General Partner or the Manager, as the case may be, determines in good faith that such a conflict of interest exists.

3.3.5 Notwithstanding any other provision of this Agreement, including the specific Arm's Length Test procedure relating to contracts and transactions described in clauses 3.3.1 to 3.3.3 above, if the General Partner or the Manager Consults with the Advisory Committee with respect to a matter giving rise to a conflict of interest, and if the Advisory Committee waives such conflict of interest or the General Partner or the Manager acts in a manner, or pursuant to standards or procedures, approved by the Advisory Committee with respect to such conflict of interest, then none of the General Partner, the Manager or any of their respective Affiliates shall have any liability to the Partnership or any Partner for such actions in respect of such conflict of interest taken in good faith by them, including actions in the pursuit of their own interests, and such actions shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of such Person at law or otherwise.

3.4 **Liability of the General Partner and Other Covered Persons**

3.4.1 Except as otherwise provided in the Partnership Law, the General Partner has the liabilities of a partner in a general partnership to (i) Persons other than the Partnership and the other Partners and (ii) subject to the other provisions of this Agreement, the Partnership and the other Partners. No Covered Person shall be liable to the Partnership or any Partner, and each Partner does hereby release such Covered Person, for any act or omission, including any mistake of fact or error in judgement, taken, suffered or made by such Covered Person in good faith and in the belief that such act or omission is in or is not contrary to the best interests of the Partnership and is within the scope of authority granted to such Covered Person by this Agreement, provided that such act or omission does not constitute Disabling Conduct by the Covered Person. No Partner shall be liable to the Partnership or any Partner for any action taken by any other Partner. To the extent that, at law or in equity, a Covered Person has duties and liabilities relating thereto to the Partnership or to the Partners, any Covered Person acting under this Agreement shall not be liable to the Partnership or any Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of such Covered Person.

3.4.2 A Covered Person shall incur no liability in acting in good faith upon any signature or writing believed by such Covered Person to be genuine, may rely in good faith on a certificate signed by an executive officer of any person in order to ascertain any fact with respect to such person or within such person's knowledge, and may rely in good faith on an opinion of counsel selected by such Covered Person with respect to legal matters, except to the extent that such belief, reliance or selection constitutes Disabling Conduct by such Covered Person. Each Covered Person may act directly or through such Covered Person's agents or lawyers. Each Covered Person may consult with counsel, valuers, accountants and other skilled Persons selected by such Covered Person and shall not be liable for anything done, suffered or omitted in good faith in reliance upon the advice of any of such Persons, except to the extent that such selection or reliance constitutes Disabling Conduct by such Covered Person. No Covered Person shall be liable to the Partnership or any Partner for any error of judgement made in good faith by a shareholder, partner, member, director, officer, employee or agent of such Covered Person, provided that such error does not constitute Disabling Conduct of such Covered Person.

3.4.3 Neither the General Partner nor any of its Affiliates shall be liable for the return of the Capital Contributions of any Partner, and such return shall be made solely from Distributable Cash, if any, and each Limited Partner hereby waives any and all claims that it may have against the General Partner or any Affiliate thereof in this regard.

3.5 **Removal of the General Partner for Cause**

Without prejudice to the rights of the General Partner under this clause 3.5, the Manager confirms that it will without delay inform both the General Partner and the Advisory Committee of the Partnership if the Manager shall commit or may have committed a material breach of the terms of this Agreement and the Manager and the General Partner shall consult fully with the Advisory Committee (and have proper regard to its views) with regard to all such steps as the Manager proposes to take at the direction of the General Partner on behalf of the Partnership to remedy such breach within 30 days of receiving written notice requiring such breach to be remedied. Further, if a court of competent jurisdiction determines that the General Partner or the Manager has engaged in Removal Conduct in respect of the Partnership, then within 120 days after such court determination, a resolution which is passed by a 50% Majority in Interest (excluding the Special Limited Partner) may, by written election, remove the General Partner as the general partner of the Partnership, at which time a replacement general partner and manager, as the case may be, of the Partnership shall be designated by the written election of a Majority in Interest. Upon such election:

3.5.1 the General Partner shall thereupon cause a notice to be placed in the Gazette in accordance with section 10(1) of the Act to the effect that it has ceased to be the general partner of the Partnership and shall become, without any further action being required of any Person, a Limited Partner and shall cease being the general partner of the Partnership, but shall not thereafter, nor shall the Special Limited Partner thereafter, be required to fund any ~~Investments~~Partnership Assets, Organisational Expenses, Partnership Expenses or the General Partner's Share;

3.5.2 the replacement general partner of the Partnership shall be admitted to the Partnership as a general partner of the Partnership pursuant to clause 3.5.4 and shall promptly provide a written statement to the Registrar notifying it of the changes in the particulars required to be provided under the Act and shall promptly amend this Agreement without any further action, approval or vote of any Person, including any other Partner, to reflect (i) the admission of such replacement general partner, (ii) the withdrawal of the General Partner as the general partner of the Partnership and (iii) the change of the name of the Partnership so that it does not include the words "FIM", "Gresham House", or any variation thereof, including any name to which the name of the Partnership may have been changed;

3.5.3 the replaced General Partner, the Manager and their respective Affiliates (and any members, partners, officers or employees thereof) shall continue to be Covered Persons and to be entitled to indemnification hereunder pursuant to clause 10.1, but only with respect to Damages (i) relating to ~~Investments~~Partnership Assets made prior to the removal of the General Partner or the Manager or (ii) arising out of or relating to their activities during the period prior to the removal of the General Partner as the general partner of the Partnership or the Manager as manager of the Partnership;

3.5.4 for all other purposes of this Agreement, the replacement general partner of the Partnership shall be deemed to be the "General Partner" hereunder and shall be admitted as the general partner of the Partnership without any further action, approval or vote of any Person, including any other Partner, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of the Agreement, effective immediately prior to the removal of the replaced General Partner and shall continue the ~~investment and other~~ activities of the Partnership without dissolution; and

3.5.5 the appointment of the Manager pursuant to clause 8.1, the right of the replaced General Partner to receive from the Partnership future instalments of the General Partner's Share and any management agreement between the General Partner (or its Affiliate) and the provisions of the Management Agreement shall each terminate.

3.5.6 The General Partner shall promptly notify the Limited Partners of any determination by a court of competent jurisdiction that the General Partner or the Manager has engaged in Removal Conduct in respect of the Partnership.

3.5A **Removal of the General Partner without Cause**

The Limited Partners (other than the Special Limited Partner) may by resolution passed by 75% Majority in Interest and without giving any reason therefore at any point require the General Partner to vacate its position on not less than 12 months prior notice. The General Partner shall in that event be entitled to an amount equal to the share of the General Partner in the immediately preceding Accounting Period in addition to the General Partner's Share applicable for the period of 12 months or for any lesser period in which by agreement the General Partner remains in that position. Clauses 3.5.1 to 3.5.6 shall apply accordingly. Removal of the General Partner pursuant to clause 3.5A shall not prejudice any right available by the Manager to claim compensation pursuant to the Management Agreement.

3.6 **Withdrawal of the General Partner**

The General Partner shall not withdraw as general partner of the Partnership prior to the dissolution of the Partnership, except pursuant to clause 3.5, 3.5A or 11.1.1.

3.7 **Payment by the General Partner of its Private Debts**

The General Partner undertakes to pay and discharge the private debts which it incurs which arise otherwise than by reason of or in connection with its acting in its capacity as the general partner of the Partnership.

4 THE LIMITED PARTNERS

4.1 No Participation in Management, etc

No Limited Partner shall take part in the management of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. Except as expressly provided herein, no Limited Partner shall have the right to vote for the election, removal or replacement of the General Partner.~~ No provision of this Agreement shall require any Limited Partner to refer investments to the Partnership or restrict any investments that a Limited Partner may make.~~ The exercise by any Limited Partner of any right conferred herein shall not be construed to constitute participation by such Limited Partner in the control of the ~~investment or other~~ activities of the Partnership so as to make such Limited Partner liable as a general partner for the debts and obligations of the Partnership for purposes of the Partnership Law or otherwise. No Limited Partner shall owe any fiduciary duty to the Partnership or any Partner as a result of entering into this Agreement.

4.2 Limitation of Liability

Except as may otherwise be required by the Act or as expressly provided for herein, the liability of each Limited Partner is limited to its Capital Contribution. Each Limited Partner acknowledges and agrees that, pursuant to section 4(3) of the Act, such Limited Partner shall be liable for the debts and obligations of the Partnership up to the amount of any Pre-PFLP Capital Contribution returned to them during the term of the Partnership.

4.3 No Priority

Except as otherwise provided in this Agreement, no Limited Partner shall have priority over any other Limited Partner as to the return of the amount of its Capital Contribution or the receipt of any other Partnership distributions.

4.4 Insolvency, Dissolution or Withdrawal of a Limited Partner

The insolvency, dissolution or withdrawal of a Limited Partner shall not in and of itself dissolve or terminate the Partnership. A Limited Partner can withdraw from the Partnership in accordance with clause 12.

4.5 Advisory Committee

4.5.1 The General Partner shall establish prior to or within a reasonable time after the Commencement Date an advisory committee (the "**Advisory Committee**"). From time to time the General Partner may appoint up to ~~four~~six members to the Advisory Committee. Each voting member of the Advisory Committee shall be a representative of a Limited Partner (other than an Affiliated Partner), provided that no Limited Partner shall have more than one representative on the Advisory Committee. In addition, the General Partner shall have the right to appoint one representative of the General Partner to serve as a non-voting member and the Chairman of the Advisory Committee. Any member of the Advisory Committee may resign by giving the General Partner 30 days' prior written notice, and shall be deemed removed if the Limited Partner that the member represents ceases to be a Limited Partner, upon the death or resignation of a member of the Advisory Committee or the removal of such member at the request of the General Partner or the Limited Partner that such member represents. Upon the deemed removal of a member of the Advisory Committee, the General Partner may appoint a replacement for such member.

4.5.2 The Advisory Committee shall be authorised (i) to provide advice and counsel as requested to the General Partner, in particular, but without prejudice to the generality on changes in the planned distribution as set out in clause~~s 2.4.1.2.1, 2.4.1.2.2 and~~ 7.3.2, (ii) to consent to, approve, review or waive any matter requiring the consent, approval, review or waiver of the Advisory Committee as given in this Agreement and (iii) to provide such advice and counsel as is requested by the General Partner or required pursuant to this Agreement in connection with potential conflicts of interest (pursuant to clause 3.3 or otherwise), valuation matters and other matters relating to the Partnership. The Advisory Committee shall constitute a committee which provides advisory services to the Partnership as an independent contractor each of whose members serves in an individual capacity and not in a capacity as a representative of a Limited Partner. Neither the Advisory Committee nor any of its members (by reason of being appointed to the Advisory Committee) shall owe any fiduciary or other similar duty to the Partnership or any Partner. The members so appointed shall act as members of the Advisory Committee exercising their sole and absolute discretion and shall be entitled to consider only such interests and factors as they deem appropriate. The Advisory Committee shall take no part in the control or management of the Partnership, nor shall it have any power or authority to act for or on behalf of the Partnership, and all ~~investment or other~~management decisions, as well as all responsibility for the management of the Partnership, shall, subject to clause 8.1, rest with the General Partner. For the avoidance of doubt, the Advisory Committee shall not be a Partner and no action undertaken by the Advisory Committee, nor any action by any member thereof, shall constitute participation in the control of the business of the Partnership under the Act. Except for those matters for which the consent, approval, review or waiver of the Advisory Committee is required by this Agreement, any actions taken by the Advisory Committee shall be advisory only, and, subject to the obligation to Consult with the Advisory Committee in relation to the matters set out in this Agreement, none of the General Partner, the Manager or any of their respective Affiliates shall be required or otherwise bound to act in accordance with any decision, action or comment of the Advisory Committee or any of its members. Notwithstanding the foregoing, each of the General Partner, the Manager and their respective Affiliates shall give full and due consideration to all resolutions of the Advisory Committee and shall not act or omit to act in relation to any actual or potential conflict of interest unless such conflict has been waived by the Advisory Committee. Nothing in this Agreement authorises, allows, requires or represents the agreement of the Advisory Committee or any member thereof to carry on a regulated activity for the purposes of FSMA.

4.5.3 The Partners acknowledge that the members of the Advisory Committee (i) will not be required, to the fullest extent permitted by applicable law, to act in a fiduciary capacity with respect to the Partnership or any Partner, other than to act in good faith, (ii) have substantial responsibilities in addition to their Advisory Committee activities and are not required to devote any fixed portion of their time to the activities of such Committee and (iii) other than any non-voting member appointed by the General Partner, will not be subject to the restrictions given in clause 3.3 and will not be prohibited from engaging in activities that compete or conflict with those of the Partnership, nor shall any such restrictions apply to any of their respective Affiliates.

4.5.4 Meetings of the Advisory Committee may be called by the General Partner at any time to consider matters for which the consent, approval, review or waiver of the Advisory Committee is required by this Agreement or is requested by the General Partner. Notice of each such special meeting shall be given by telephone, hand delivery or courier service or sent by facsimile or other electronic means to each member of the Advisory Committee at least five Business Days prior to the date on which the meeting is to be held. Attendance at any meeting of the Advisory Committee shall constitute waiver of such notice. The quorum for a meeting of the Advisory Committee shall be a minimum of one of its voting members. Members of the Advisory Committee may participate in a meeting of the Advisory Committee by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. All actions taken by the Advisory Committee shall be by a vote of a majority of the voting members present at a meeting thereof at which a quorum is present or by a written consent setting forth the action so taken and signed by a majority of the voting members of the Advisory Committee. Except as expressly provided in this clause 4.5, the Advisory Committee shall conduct its business in such manner and by such procedures as a majority of its members deems appropriate, including consenting to actions without the benefit of a special meeting at which a quorum is present.

4.5.5 The General Partner will give notice to the Advisory Committee of any proposal by the Partnership to dispose of any one or more individual forest properties before their disposal.

4.6 **Status of Limited Partners**

4.6.1 The Manager shall not be responsible for advising any Limited Partner on the suitability of ~~investment into~~their participation in the Partnership.

4.6.2 The Partnership shall be a "Professional Client" of the Manager for the purposes of Chapter 3 of the Conduct of Business Sourcebook forming part of the FCA Handbook.

5 ~~INVESTMENTS~~TEMPORARY ASSETS

5.1 Temporary ~~Investments~~Assets

To the extent commercially reasonable, the General Partner shall cause the Partnership to ~~invest~~apply cash held by the Partnership in Temporary ~~Investments~~Assets pending ~~investment in Investments~~deployment into Partnership Assets, distribution, funding or payment of the General Partner's Share (and drawings and advances in respect thereof), Organisational Expenses or Partnership Expenses.

6 CAPITAL CONTRIBUTIONS

6.1 Capital Contributions

6.1.1 Each Limited Partner (other than the Special Limited Partner) shall, upon its admission to the Partnership, make a Capital Contribution to the Partnership~~ equal to 100% of such Partner's Capital Contribution~~.

6.1.2 Capital Contributions shall be denominated and made in Pounds Sterling. No interest shall be paid or payable by the Partnership upon any Capital Contribution. Except as specifically provided elsewhere in this Agreement, the Partnership shall return Capital Contributions only on the termination or earlier liquidation of the Partnership.

6.1.3 The Special Limited Partner’s Capital Contribution is £100.

7 PARTNERS’ ACCOUNTS: DISTRIBUTIONS

7.1 Partners' Accounts

For each Partner the Partnership will maintain a Capital Account and a Current Account.

7.1.1 A Partner’s Capital Contributions will be credited to that Partner’s Capital Account.

7.1.2 A Partner’s allocation of income, Capital Gains and revaluation surpluses will be credited to that Partner’s Current Account.

7.1.3 A Partner’s withdrawals (including Distributions made to the Partner) and a Partner’s allocation of losses, Capital Losses and revaluation deficits will be debited to that Partner’s Current Account.

7.2 Variation of Partnership's Accounting Structure

The General Partner may vary the accounting structure of the Partnership and may determine or vary the allocation of any item as it determines appropriate to reflect the intention of the Partners as stated in this Agreement, provided that such variation does not adversely affect the amounts distributable to the Partners pursuant to clause 7.3 or 7.4.

7.3 Distributions

7.3.1 The General Partner will cause the Manager to make distributions~~ in line with the Investment Objectives~~, the target being to make annual distributions in accordance with ~~clauses 2.4.1.2, 2.4.1.2.2 and 7.3.2.1, distributions to the Special Limited Partner in accordance with ~~clause 7.3.2~~.2~~ and a final distribution on the completion of the winding up of the Partnership in accordance with clause 7.3.~~2.~~3.

~~7.3.2 Distributions shall first be applied to t~~The General Partner~~'s Share and the surplus thereafter shall be distributed as follows (with each determination made as of the time of distribution):~~

~~7.3.2.1~~ shall be entitled to a distribution in the amount of the General Partner's Share, following which the target~~First, annual distributions in line with the Investment Objectives as follows:-~~

~~1.1.1.a.3 in respect of Founder Partnership Shares:~~

~~(a) up to (and including) November 2016, an annual distribution of 3% commencing in November 2009; and~~

~~(b) from (and including) November 2017, an annual distribution determined in accordance with clause 2.4.1.2.2.~~

~~1.1.1.a.4 in respect of Initial Partnership Shares:~~

~~(a) up to (and including) November 2016, an annual distribution of 3% commencing in November 2011; and~~

~~(b) from (and including) November 2017, an annual distribution determined in accordance with clause 2.4.1.2.2.~~

~~1.1.1.a.5 in respect of A Partnership Shares:~~

~~(a) up to (and including) November 2016, an annual distribution of 3% commencing in November three years following the date of acquisition of the A Partnership Shares; and~~

~~(b) from (and including) November 2017, an~~ annual distribution ~~determined in accordance with clause 2.4.1.2.2.~~

~~7.3.2.1.1~~ in respect of ~~B~~each class of Partnership Share~~s:~~

~~(a) from (and including) November 2019, an annual distribution determined in accordance with clause 2.4.1.2.2.~~

~~1.1.1.a.6 in respect of C Partnership Shares:~~

7.3.2 ~~(a)~~ from (and including) November 202~~2~~6, ~~an annual distribution determined in accordance with clause 2.4.1.2.2.~~shall be at a rate of 1.5% of the Net Asset Value of the Partnership.

~~(b) As soon as practicable after 30 November 2017 and each Valuation Date thereafter a distribution to the Special Limited Partner of an amount measured as follows:-~~

~~1.1.1.b.1 The start date for the measurement shall be 1 January 2009 with the base value for each Founder Partnership Share £970, and the base value for each Initial Partnership Share £1,018.50. The start date for any Additional Partnership Shares will be the date on which the interests were created with the base value being the gross amount paid at that time by the relevant Limited Partners (less adviser charges as set out in the Application Form).~~

~~1.1.1.b.2 The General Partner will calculate the weighted average IRR on 30 November 2017 and at each Valuation Date thereafter on the Partnership Shares taken as a whole from the respective start dates using the respective base values set out in clause 7.3.2.2.1 above. If the weighted average IRR exceeds the IRR which would have been achieved on the Partnership Shares taken as a whole had the IRR thereon been equal to the IRR achieved by applying to the Partnership Shares each year the IPD Index over the same period +0.5% per annum ("the Target Total Return"), then 15% of the amount of such excess shall be distributed in cash forthwith to the Special Limited Partner.~~

~~1.1.1.b.3 Before payment of the distribution to the Special Limited Partner in terms of this clause 7.3.2.2 or clause 7.3.2.3 the General Partner shall obtain confirmation in writing from the Auditors that in their opinion the amount of the distribution to the Special Limited Partner has been calculated in accordance with the provisions of this clause 7.3.2.2.~~

~~7.3.2.2~~7.3.3 ~~A final distribution on~~On the completion of the winding up of the Partnership, ~~as follows:~~a final distribution shall be made:

(a) First, to the extent of any Performance Fees payable under clause 12.9 (after accounting for any amounts of such Performance Fees deducted under clause 12.5) for the Accounting Period in which the winding up occurs.

(b) ~~First, 100%~~Second, to each Limited Partner in their Sharing Percentage until the cumulative ~~annual~~ distributions made by the Partnership to such Limited Partner pursuant to this clause ~~7.3 is sufficient to such~~7.3 produce an IRR equal to 7%.

~~7.3.2.2.1~~ Third, any balance of Distributable Cash shall be distributed in the following proportions:(i) to the Special Limited Partner ~~with an IRR~~an amount equal to ~~the Target Total Return.~~10% of the balance less any Performance Fee

~~7.3.2.2.2~~(c) ~~Second, to the extent of any excess above the level of the Target Total Return (but after deduction of any~~ payments already made to the Special Limited Partner ~~in terms of~~pursuant to clause ~~7.3.2.2~~12.9 ~~above), 85%~~(provided such amount shall not be less than zero); and (ii) the remainder to ~~such~~each Limited Partner ~~and 15% to the Special Limited Partner~~in their Sharing Percentage.

~~7.3.3~~7.3.4 In the event of removal of the General Partner without cause under clause 3.5A, the General Partner may at its sole discretion arrange for an independent valuation of the Partnership's assets at the Partnership's expense, as at the date of the removal of the General Partner.

7.3.5 In the event that such valuation shows that the value of the Partnership at that time provides Limited Partners with a return (whether realised or unrealised) in excess of ~~the Target Total Return set out in the Clause 7.3.2.2~~a 7% IRR, then the Special Limited Partner shall be credited with a value equivalent to ~~15~~10% of such excess return (after deduction of any Performance Fee payments already made to the Special Limited Partner ~~in terms of~~pursuant to clause ~~7.3.2.2~~12.9 ~~above) return as provided for in Clause 7.3.2.2~~during the term of the Partnership) and this amount so credited shall be paid to the Special Limited Partner within 6 months of the removal of the General Partner. Upon the earlier of ~~the~~(i) receipt of such independent valuation ~~which~~ show~~s~~ing that no such payment is due to the Special Limited Partner or (ii) the payment of such amount to the Special Limited Partner, ~~then as at that date~~

the Special Limited Partner shall cease to be a Partner in the Partnership and the Register will be amended~~ accordingly~~.

7.4 **General Distribution Provisions**

7.4.1 Notwithstanding any other provision of this Agreement, distributions shall be made only to the extent of Distributable Cash and in compliance with the Partnership Law and other applicable law, and any distributions of cash to the Partners shall be in Pounds Sterling. In no event shall any distribution be made (a) which would render the Partnership insolvent or (b) which would leave the Partnership in the reasonable opinion of the Manager with insufficient funds to meet any current or future contemplated obligations, liabilities or contingencies, including in respect of obligations owed to the Manager. No distribution shall be made by the General Partner which would give rise to breach of any covenant given by the Partnership to any lender under any finance documents in relation to the financing of any ~~Investment~~Partnership Asset.

7.4.2 Any distribution by the Partnership pursuant to clauses 7.3.2 ~~and~~to 7.3.~~3~~4 to the Person shown on the Register as a Partner or to such Person's legal representatives, or to the Transferee of such Person's right to receive such distributions as provided herein, shall discharge the Partnership and the General Partner of all liability to any other Person that may be interested in such distribution by reason of any Transfer of such Person's Interest for any reason (including a Transfer of such Interest by reason of the death, incompetence, insolvency or liquidation of such Person).

7.4.3 Where any distribution payable to a Limited Partner pursuant to this Agreement remains unclaimed, or cannot be paid to or collected by such Limited Partner for any reason (an "**Unclaimed Distribution**"):

(a) The Manager shall, promptly following such distribution becoming unclaimed, use commercially reasonable efforts to contact the relevant Limited Partner, including by written notice sent to the address held for such Limited Partner on the Register and by such other commercially reasonable means as the Manager considers appropriate. All reasonable costs and expenses incurred by the Manager in taking such steps shall be borne by the relevant Limited Partner and shall not constitute Partnership Expenses; the Manager may deduct such costs and expenses from any amounts then or subsequently held for the account of such Limited Partner pursuant to this clause 7.4.3.

(b) Pending delivery to or collection by the relevant Limited Partner, any Unclaimed Distribution shall be held by the Partnership in a separate, non-interest-bearing account for a period of three (3) years from the date on which such Unclaimed Distribution first became due and payable (the "**Unclaimed**

Period"). Any further distributions that accrue to such Limited Partner during the Unclaimed Period and which also remain unclaimed shall be held in the same account on the same terms.

(c) If, upon the expiry of the Unclaimed Period, any Unclaimed Distribution (together with any other distributions accrued to such Limited Partner pursuant to clause 7.4.3(b)) remains unclaimed, the General Partner may (but shall not be obliged to) sell or otherwise dispose of the Interest of the relevant Limited Partner, in whole or in part, at such price and on such terms as the General Partner considers appropriate in its absolute discretion. Each Limited Partner hereby irrevocably authorises the General Partner (exercising the power of attorney granted under clause 15.2) to execute on its behalf all documents and instruments necessary or desirable to effect any such disposal.

(d) The net proceeds of any disposal pursuant to clause 7.4.3(c) (after deduction of all reasonable costs and expenses of the General Partner in effecting such disposal, and any other amounts deductible from the relevant Limited Partner's account pursuant to this clause 7.4.3) shall be held by the General Partner in a separate, non-interest bearing account for a further period of three (3) years from the date of such disposal (the "**Further Period**"). During the Further Period, the General Partner shall appoint a tracing service to seek to locate the relevant Limited Partner or its successors in title, heirs or legal representatives; the reasonable costs of such tracing service shall be borne by the relevant Limited Partner and may be deducted from the account referred to in this clause 7.4.3(d).

(e) If, upon the expiry of the Further Period, any amounts held pursuant to clause 7.4.3(d) remain unclaimed, such amounts shall be forfeited by the relevant Limited Partner absolutely and shall thereupon form part of the Partnership Assets, to be applied for the benefit of the remaining Partners in accordance with this Agreement. Each Limited Partner acknowledges and agrees that, by entering into this Agreement, it irrevocably waives any right, title or interest it may otherwise have in any amounts so forfeited.

7.5 No Withdrawal of Capital

Except as otherwise expressly provided in this Agreement, no Partner shall have the right to withdraw capital from the Partnership or to receive any distribution of or return on such Partner's Capital Contribution. Each Limited Partner acknowledges and agrees that, pursuant to section 4(3) of the Act, such Limited Partner shall be liable for the debts and obligations of the Partnership up to the amount of any Pre-PFLP Capital Contribution returned to them during the term of the Partnership.

8 OPERATION OF THE ~~FUND; APPOINTMENT OF~~PARTNERSHIP; FEES PAYABLE TO THE MANAGER~~;~~ AND THE ~~GENERAL~~SPECIAL LIMITED PARTNER~~'S SHARE~~; ALLOCATION OF PROFITS AND LOSSES AMONG PARTNERS~~; APPOINTMENT OF DEPOSITARY~~

8.1 Operation of the Partnership; Appointment of the Manager

8.1.1 Insofar as any power, discretion, authority or obligation of the General Partner in relation to its appointment may constitute managing an Alternative Investment Fund, establishing, operating or winding up a collective investment scheme or any other regulated activity for the purposes of the Regulated Activities Order, the General Partner shall appoint an Authorised Person, which shall, as of the date hereof, be the Manager, to carry out or exercise (as the case may be) each such power, discretion, authority and obligation, to the exclusion of the General Partner, who shall not exercise or carry out (as the case may be) any such power, discretion, authority or obligation, provided that the Manager shall be directly responsible to the General Partner and the Limited Partners in relation to the exercise or carrying out (as the case may be) of each such power, discretion, authority and obligation. Subject to the preceding sentence, the General Partner hereby appoints the Manager to provide operational and management services to the Partnership as follows:

~~8.1.1.1~~(a) The Manager shall operate and manage the Partnership and shall have the right to execute and deliver documents on behalf of the General Partner and the Partnership, and otherwise bind the Partnership in lieu of the General Partner, and shall have discretionary authority with respect to ~~Investments~~Partnership Assets of the Partnership, including (without limitation) the authority to investigate, analyse, structure, negotiate and effect the acquisition of potential ~~Investments~~Partnership Assets and to evaluate, monitor, exercise voting rights and dispose of ~~Investments~~Partnership Assets and take other appropriate action with respect to ~~investments~~Partnership Assets on behalf of the Partnership. Other than as provided herein (including, without limiting the generality of the foregoing, as provided in this clause 8.1.1), the appointment of the Manager by the General Partner shall not relieve the General Partner from its obligations to the Partnership hereunder or under the Partnership Law.

~~8.1.1.2~~(b) The Manager shall act in conformity with this Agreement and the Management Agreement referred to in the next sentence, and in no event shall the Manager be considered a general partner of the Partnership by agreement, estoppel, as a result of the performance of its duties or otherwise. The engagement by the Partnership of the Manager contemplated hereby is given in a Management Agreement specifying in further detail the rights and duties of the Manager. The appointment of the Manager pursuant to this clause 8.1 and the engagement of the Manager given in the Management

Agreement referred to in the preceding sentence shall terminate upon the earlier of the dissolution of the Partnership and the removal of the General Partner, and in the other circumstances set out in such Management Agreement.

8.2 **Restrictions on the Partnership and the General Partner**

Notwithstanding any other provision hereof, neither the Partnership nor the General Partner shall, or shall be required by the terms of this Agreement to, carry on any ~~investment~~ business or operations or any other regulated activity which is required by FSMA to be carried on by a person appropriately authorised by the FCA (unless it is itself so authorised). For the avoidance of doubt, all such activities will be undertaken by or on behalf of the Manager or such other duly authorised person(s) whom the General Partner may have appointed pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, the General Partner shall not do or be authorised to do anything (including acting or offering or agreeing to act as the operator or ~~investment~~ manager of the Partnership) which would or might constitute a regulated activity unless it is authorised so to do under FSMA. To the extent that any of the functions, duties, obligations, discretions, powers and rights to be performed or exercised by the General Partner under or in connection with this Agreement (including, without limitation, the matters referred to at clause 2.7) are or may constitute regulated activities or otherwise require authorisation under FSMA, the General Partner shall (to the extent permitted by FSMA) if it performs or exercises the same, be deemed to perform or exercise the same as the duly appointed representative of the Manager or such other person authorised under FSMA and appointed to manage and operate the Partnership for the purposes of FSMA.

8.3 **General Partner's Share**

8.3.1 The General Partner shall, beginning as of the Commencement Date and continuing throughout the Term (subject to and in accordance with the provisions of this Agreement), be entitled to receive, and in each Accounting Period there shall be allocated to the General Partner as a first charge on the Profits in respect of such Accounting Period, a priority share of the Profits (the "General Partner's Share"). The General Partner's Share for each Accounting Period shall be £100.

8.3.2 The General Partner shall be entitled in respect of each Accounting Period to make drawings out of the Partnership's cash funds on each Quarter Day (or in the case of the first Accounting Period such entitlement shall arise on the Initial Closing Date on a pro rata basis from the Initial Closing Date to the end of the financial year following the Initial Closing Date) on account of its prospective entitlement to the General Partner's Share, such drawings shall each be in an amount not exceeding in aggregate the maximum amount which may be allocated to the General Partner under clause 8.3.1 for such Accounting Period.

8.3.3 Such drawings shall be made on an interest-free basis and shall be set-off against allocations of Profits (if any) in respect of the relevant Accounting Period or if the allocations of Profits in respect of such Accounting Period are insufficient, allocations in subsequent Accounting Periods pursuant to sub-clause 8.3.4 below and to the extent that drawings are set-off against tax credits no repayment shall be made until such credits have produced a cash benefit.

8.3.4 Any Profits accruing to the Partnership in any subsequent Accounting Period which is in excess of the amount to be allocated to the General Partner under clause 8.3.1 for such Accounting Period shall be applied (in priority to any allocation to the Limited Partners) in making additional allocations to the General Partner up to the amount of the deficit due to the General Partner in respect of previous Accounting Periods. Such additional allocations shall be set-off against drawings made pursuant to clause 8.3.2 and outstanding.~~-~~ In the event that there is insufficient Income or Capital Gain during the life of the Partnership to allocate to the General Partner to enable all drawings of the General Partner to be set-off hereunder any balance outstanding shall be waived by the Partnership immediately prior to the termination of the Partnership.

8.4 Fees payable to the Manager and the Special Limited Partner

8.4.1 Management Fee

(a) In respect of each Limited Partner and with effect from the first Fund Merger Closing Date, for each Accounting Period the Partnership shall pay the Manager a management fee equal to an annual rate of 0.6% of the Net Asset Value of the Partnership at the beginning of each Accounting Period (the "**Management Fee**").

(b) The Management Fee shall be payable quarterly in arrears on each Quarter Date, Tax shall be added to the Management Fee if applicable.

8.4.2 Performance Fee

Performance Fees shall be payable to the Special Limited Partner in accordance with clause 12.

8.4.3 Acquisition Fees

The Partnership shall pay to the Manager an acquisition fee equal to 2% of the Acquisition Cost of each forest asset or renewable energy asset acquired by the Partnership, except for assets acquired from STELP and TLP pursuant to the Fund Merger (each an "**Acquisition Fee**"). Each Acquisition Fee shall be payable upon exchange of contracts of the relevant forest asset or renewable energy asset and exclusive of Tax.

8.4.4 *Additional Income Generation Fee*

The Partnership shall pay to the Manager an additional income generation fee equal to 5% of the gross Non-Timber Revenue (in aggregate) of each Partnership Asset (each an "**Additional Income Generation Fee**"). Each Additional Income Generation Fee shall be payable upon receipt by the Partnership of the related Non-Timber Revenue.

8.4.5 *Services Fee*

The General Partner has procured that the Manager or its Affiliates may provide certain additional services and charge fees, costs and expenses (plus applicable Taxes thereon) (the "**Services Fees**") as provided in sub-clauses (a) and (b) below. These Services Fees shall be for the account and benefit of the Manager or its Affiliates, shall not be treated as transaction fees and will be payable in addition to the Management Fee and the Organisational Expenses:

(a) Administrative services relating to reporting and ongoing compliance support to the Partnership and will charge £40,000 per annum (or such higher amount as otherwise agreed with the Advisory Committee) reviewed annually and increased in line with the Consumer Price Index with the first review taking place on 30 November 2027 to set the Services Fee for the year ended 30 November 2028.

(b) The Manager or its Affiliates may also provide woodland management services that are initially provided to the Partnership by third party woodland managers. Such services shall be provided on an arm's length basis and the Manager will charge appropriate fees, costs and expenses for such services.

8.4.6 Partnership Share Sale Fees

(a) In respect of Transfers arranged by the Manager pursuant to the initial liquidity process referred to in section 3.1 of the Memorandum to Limited Partners (Proposals for Fund Amalgamation) dated on or around 30 June 2026, for Limited Partners who are not Institutional Partners, the Manager will be entitled to a fee on the value of such Transfer of 3% plus VAT payable by the Selling Partner and 1.5% plus VAT payable by the Buying Partner, where such Buying Partner is not already a Limited Partner in the Partnership or a Merging Limited Partner.

(b) In respect of Transfers arranged by the Manager pursuant to the Liquidity Window referred to in clause 12.1for Limited Partners who are not Institutional Partners, the Manager will be entitled to a fee on the value of such Transfer of 2% plus VAT payable by the Selling Partner and 1.5% plus VAT payable by the Buying Partner, where such Buying Partner is not already a Limited

Partner in the Partnership. In the event the Buying Partner is an existing Limited Partner in the Partnership, the Manager will be entitled to a fee of 1% plus VAT payable by the Buying Partner.

(c) In respect of Transfers arranged by the Manager which are Interim Transfers referred to in clause 12.8, for Limited Partners who are not Institutional Partners, the Manager will be entitled to a fee on the value of such Transfer of 3% plus VAT payable by the ~~vendor to the Manager~~Selling Partner and ~~3~~1.5% plus VAT payable by the ~~purchaser to the Manager~~Buying Partner, where such ~~purchaser~~Buying Partner is not already a Limited Partner in the Partnership. In the event the Buying Partner is an existing Limited Partner in the Partnership, the Manager will be entitled to a fee of 1% plus VAT payable by the Buying Partner.

(d) In respect of Transfers arranged by the Manager pursuant to clause 12 for Limited Partners who are Institutional Partners, the Manager will be entitled to a fee on the value of such Transfer of 0.5% plus VAT payable by the Selling Partner to the Manager and 0.5% plus VAT payable by the Buying Partner to the Manager, where such Buying Partner is not already a Limited Partner in the Partnership. In the event the Buying Partner is an existing Limited Partner in the Partnership, the Manager will not charge a fee to the Buying Partner for arranging the Transfer. The aggregate fees payable by the Selling Partner and the Buying Partner to the Manager for arranging Transfers pursuant to clause 12 for Limited Partners who are Institutional Partners shall not exceed £500,000 plus VAT for any single Transfer (a capped amount of £250,000 plus VAT payable by the Selling Partner and £250,000 plus VAT payable by the Buying Partner).

~~8.4~~8.5 **Allocation of Remaining Income and Gains**

~~8.4.1~~8.5.1 Every Partner has an interest in every asset of the Partnership. Accordingly, subject to clauses 7.1 and 7.2, all Net Income, Net Income Losses, Capital Gains and Capital Losses shall be allocated among the Partners in a manner consistent with that in which Distributable Cash is distributed between the Partners pursuant to clause 7.3.

~~8.4.2~~8.5.2 Where necessary, the General Partner shall transfer between (a) the Current Accounts and the Capital Accounts of the Partners other than the Special Limited Partner and (b) the Current Account and the Capital Account of the Special Limited Partner, such amounts as the General Partner determines in good faith to be necessary or appropriate to ensure that, immediately prior to such distribution, the aggregate amount standing to the credit of each Partner's Current Account and Capital Account, after taking into account any allocations pursuant to this clause 8.~~4~~5, is at least equal to the amount then falling to be distributed to such Partner.

8.5.3 Notwithstanding the above, the General Partner may, as it considers necessary and at its sole discretion, give effect to: (i) such transfers between the Capital Accounts of Partners; and (ii) such allocations of specific items of Net Income and Capital Gains to Partners to ensure that such transfers and allocations reflect any amounts distributed or treated as distributed to Partners under the provisions of clause 12.

~~8.5~~8.6 **Appointment of Depositary**

~~8.5.1~~8.6.1 The Manager shall have full power and authority, on behalf of and so as to bind the Partnership, to (or to direct the Partnership, acting through the General Partner to):

~~8.5.1.1~~(a) select and appoint a depositary which is an Authorised Person to carry out the functions required under the AIFMD on such terms as the Manager considers appropriate and in accordance with the AIFMD and this Agreement provided that (i) the Depositary and its delegates may not be discharged from liability or indemnified if and to the extent that the AIFMD does not permit such discharge of liability or indemnification; and (ii) the appointment of the Depositary shall not impose any liability on the Partnership or the Partners except as contemplated by this Agreement;

~~8.5.1.2~~(b) represent the Partnership in its dealings with the Depositary; and

~~8.5.1.3~~(c) terminate the appointment of the Depositary in accordance with the terms of its appointment and appoint a replacement.

~~8.5.2~~8.6.2 The Depositary shall be required to follow the instructions of the Manager in relation to the Partnership and Partnership assets and shall be entitled to rely on information and instructions given to it by the Manager.

9 BOOKS AND RECORDS; REPORTS TO PARTNERS; ETC

9.1 Maintenance of Books and Records

The General Partner shall keep or cause to be kept at the address of the General Partner (or at such other place as the General Partner or the Manager shall determine and, if during the Term, shall advise the Limited Partners in writing) full and accurate accounts of the transactions of the Partnership in proper books and records of account, during the Term and for a period of at least six years thereafter, which shall give all information required by the Act. Such books and records shall be maintained in accordance with United Kingdom generally accepted accounting principles. The books and records of the Partnership as so maintained shall be the basis for the preparation of the financial reports to be provided to current and former Partners pursuant to this clause 9.1. Such books and records shall be available, upon five Business Days' notice to the General Partner, for inspection and copying at reasonable times during business hours by a Limited Partner or its duly authorised agents or representatives for any purpose reasonably related to such Limited Partner's interest as a limited partner in the Partnership.

9.2 **Audits and Reports**

9.2.1 The books and records of account of the Partnership shall be audited as of the end of each Accounting Period by such independent public accounting firm as shall be selected by the General Partner, provided that the General Partner will Consult with the Advisory Committee if it intends to replace the ~~a~~Auditor of the Partnership. The General Partner shall prepare and provide a financial report (audited in the case of a report sent as of the end of each Accounting Period and unaudited in the case of a report sent in respect of each six month period) to each Limited Partner within 90 days after the end of each Accounting Period, or as soon as practicable thereafter (commencing after the Initial Closing Date) during the Term, setting forth for such Accounting Period:

~~9.2.1.1~~(a) the assets and liabilities of the Partnership as of the end of such Accounting Period; and

~~9.2.1.2~~(b) the net profit or net loss of the Partnership for such Accounting Period.

9.2.2 The General Partner shall use commercially reasonable efforts to cause to be prepared and mailed or delivered by facsimile or other electronic means to each Limited Partner at least 20 Business Days in advance of the Annual Meeting referred to in clause 9.3.1, with the financial reports described in clause 9.2.1, descriptive ~~investment~~ information for each ~~Investment~~Partnership Asset and such other information as the General Partner may determine to provide. Notwithstanding any obligation under this clause 9.2.2, the General Partner shall not provide information where disclosure thereof is prohibited under a confidentiality agreement.

9.2.3 The General Partner shall use commercially reasonable efforts to provide to a Limited Partner such other information as is reasonably requested by such Limited Partner for any purpose reasonably related to such Limited Partner's interest as a limited partner in the Partnership to the extent that any such efforts shall not impose any undue cost or burden on the General Partner or the Partnership, subject in each case to the rights of the General Partner concerning confidential information contained in clause 16.8.

9.3 **Limited Partners' Meetings**

9.3.1 The General Partner shall cause the Partnership to have a meeting of the Limited Partners once each calendar year beginning in the year after the year of the Commencement Date (the "**Annual Meeting**").~~ ~~ At the Annual Meeting the General Partner will review the ~~investment ~~performance of the Partnership. The Partnership~~'s investments~~ Assets or potential ~~investments~~Partnership Assets will not be submitted for discussion and none of the Limited Partners shall play any role in the Partnership's governance or participate in the control of the ~~investment or other ~~activities of the Partnership. The Annual meeting shall be held within six months of the end of each Accounting Period of the Partnership. The General Partner shall give written notice of such meeting to each Partner at least 20 Business Days in advance thereof.

9.3.2 The General Partner will notify Limited Partners of meetings required to consider and vote on matters arising under this Agreement, giving written notice of such meeting and providing details of the matter to be considered and voted on at the meeting not less than 20 Business Days in advance of such meeting.

9.3.3 Each Partner shall be permitted to appoint the General Partner or another Person as their proxy to vote on any resolution arising under clause 9.3.2, either as directed by such Partner or at the discretion of the General Partner.

9.4 **Tax Information and Automatic Exchange of Information**

9.4.1 The General Partner shall, promptly and with due care upon the request of any Limited Partner, furnish to such Limited Partner any information in its possession that is reasonably required in order for such Limited Partner to file tax returns and reports or to furnish tax information to any of its Partners for the same purposes. The cost of any audits or adjustments of a Limited Partner's tax return shall be borne solely by the affected Limited Partner.

9.4.2 Each Limited Partner shall on request of the General Partner provide such information as may reasonably be required for the purposes of any tax returns which the Partnership or the General Partner is obliged to file in relation to the activities of the Partnership or to facilitate the assessment of any Partner in respect thereof.

9.4.3 The General Partner and Manager shall be entitled to disclose to any governmental (including tax) authorities in connection with the Partnership such information about the identity of the Limited Partners and their respective interests in the Limited Partnership as any such authorities may require it to disclose provided that insofar as legally permitted it shall notify the Limited Partner(s) concerned with as much advance notice as reasonably possible and allow such Limited Partner to liaise with the relevant authority.

9.4.4 The General Partner and the Manager (each a "Relevant Entity") are expressly authorised by each ~~Member~~Limited Partner to:

~~9.4.4.1~~(a) enter into, maintain or otherwise comply with any agreement as contemplated by any Tax Information Provisions and to enter into and maintain any registration in respect of any such Tax Information Provisions applicable to it;

~~9.4.4.2~~(b) satisfy any information reporting requirements pursuant to any Tax Information Provisions, (including but not limited to personal data for the purpose of data protection legislation);

~~9.4.4.3~~(c) satisfy any requirements necessary to avoid withholding taxes under any Tax Information Provisions with respect to any payments to be received or made by any Relevant Entity; and

~~9.4.4.4~~(d) provide to any taxation authority or person making a payment to any Relevant Entity any information where the Manager reasonably considers such disclosure to be necessary, desirable or advisable having regard to the interests of the Partnership and the Partners generally, or where required by law, including, for the avoidance of doubt, to enable the Partnership or any person to receive any amounts free from, or subject to a reduced rate of tax, including withholding taxes, in connection with FATCA, any Tax Information Provisions and any other applicable legislation;

and each Limited Partner hereby waives (including, to the extent it is legally able to do so, for and on behalf of its beneficial owners) the application of any law, to the extent such law would prevent the Partnership or the Limited Partner from reporting to any applicable taxation authority any information required to be reported under any Tax Information Provisions with respect to such Limited Partner and / or its beneficial owners.

9.4.5 Each Limited Partner shall promptly supply to the Manager such information, affidavits, certificates, representations and forms (including without limitation information about such Limited Partner's direct and indirect owners including but not limited to any beneficial owners) that may be requested by the Manager in order for any Relevant Entity to comply with applicable legal or regulatory requirements (including where such information is required to assist it in obtaining any exemption, reduction or refund of any withholding tax, or to take any other of the actions set out in clause 9.4.4 above) whether in connection with ~~Investments~~Partnership Assets or proposed ~~Investments~~Partnership Assets, or in relation to the taxation of the any Partner, or otherwise. Each Limited Partner also consents to the disclosure of such information to the relevant authorities.

9.4.6 If requested by the Manager, the Limited Partner shall promptly execute any and all documents, opinions, instruments and certificates, or take such other actions as the ~~Limited Partner~~Manager may require.

9.4.7 In the event that any Limited Partner fails to comply with any of the requirements set out in clauses 9.4.2 and 9.4.4 to 9.4.6 in a timely manner or if the Manager reasonably considers that it is necessary or advisable, having regard to the interests of the Partnership and Partners generally, the Manager shall have full authority (but shall not be obliged) to take any and all of the following actions:

~~9.4.7.1~~(a) withhold any withholding tax required to be withheld pursuant to any applicable legislation, regulations, rules or agreements;

~~9.4.7.2~~(b) require such Limited Partner to withdraw from the Partnership;

~~9.4.7.3~~(c) transfer such Limited Partner's Interest to a third party (including but not limited to any existing Limited Partner) in exchange for the consideration negotiated by the Manager in good faith for such Interest (from which the Manager is authorised to deduct any penalties, interest, fees or other costs imposed on the Relevant Entities or the other Partners as described in clause 9.4.8); and/or

~~9.4.7.4~~(d) take any other action that the Manager deems in good faith to be reasonable to mitigate any adverse effect of such failure on the Relevant Entities or any other Partner.

9.4.8 A Limited Partner who is in breach of any of clauses 9.4.2 and 9.4.4 to 9.4.6 shall indemnify and hold harmless the Relevant Entities and the other Limited Partners in relation to any penalties, interest or other costs imposed on the Partnership, the Relevant Entities or the other Partners as a result of such breach.

10 INDEMNIFICATION

10.1 Indemnification of Covered Persons

10.1.1 The Partnership shall and hereby does, to the fullest extent permitted by applicable law, indemnify and hold harmless each Covered Person from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions, ("Claims"), that may accrue to or be incurred by any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the ~~investment or other~~ activities of the Partnership, activities undertaken in connection with the Partnership, or otherwise relating to or arising out of this Agreement, including amounts paid in satisfaction of judgments, and counsel fees and expenses reasonably and properly incurred in connection with the preparation for or defence or disposition of any investigation, action, suit, arbitration or other proceeding of a civil nature (a "Proceeding"), (all of such Claims, amounts and expenses referred to in this clause 10.1 are referred to collectively as

"Damages"), except to the extent that it shall have been determined by a court of competent jurisdiction that such Damages arose directly from Disabling Conduct of such Covered Person. The termination of any Proceeding by settlement shall not, of itself, create a presumption that any Damages relating to such settlement or otherwise relating to such Proceeding arose primarily from Disabling Conduct of any Covered Person. The General Partner shall promptly notify the Advisory Committee in writing of any proposed exercise by it of the right to indemnity on the part of a Covered Person (including the General Partner itself) and shall consult with the Advisory Committee prior to the payment of any such amount within the scope of this indemnity to any person and such consultation shall allow the Advisory Committee not less than 10 Business Days to consider the issue (or such longer period as in the reasonable opinion of the Advisory Committee is required for the purpose) so that the Advisory Committee has full and adequate time to consider the exercise of the right of indemnity which is proposed and the circumstances which have led to it.

10.1.2 Subject to advance consultation with the Advisory Committee and within such parameters in respect of such matters as the Advisory Committee may determine, reasonable expenses (including legal fees) properly incurred by a Covered Person in defence or settlement of any Claim that may be subject to a right of indemnification hereunder (other than in defence of an action brought by Limited Partners constituting at least a Majority in Interest) may be advanced by the Partnership to such Covered Person prior to the final disposition thereof upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be determined ultimately by a court of competent jurisdiction that the Covered Person was not entitled to be indemnified hereunder. The General Partner shall notify the Advisory Committee of any such expenses advanced by the Partnership. Subject to clause 10.2, judgements against the Partnership and either or both of the General Partner or the Manager, in respect of which the General Partner or the Manager is entitled to indemnification, shall first be satisfied from Partnership assets, before the General Partner or the Manager, as the case may be, is responsible therefor.

10.1.3 Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding, such Covered Person shall, if a claim for indemnification in respect thereof is to be made against the Partnership, give written notice to the Partnership of the commencement of such Proceeding, provided that the failure of any Covered Person to give such notice as provided herein shall not relieve the Partnership of its obligations under this clause 10.1. If any such Proceeding is brought against a Covered Person (other than a derivative suit in right of the Partnership), the Partnership will be entitled to participate in and to assume the defence thereof to the extent that the Partnership may wish, with counsel reasonably satisfactory to such Covered Person. After notice from the Partnership to such Covered Person of the Partnership's election to assume the defence of such Proceeding, the Partnership will not be liable for expenses subsequently incurred by such

Covered Person in connection with the defence thereof. The Partnership will not consent to entry of any judgement or enter into any settlement of such Proceeding that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Covered Person of a release from all liability in respect of such Proceeding and the related Claim.

10.1.4 The General Partner shall notify the Limited Partners in writing at least seven Business Days prior to making any payment with respect to any material indemnification obligation pursuant to this clause 10.1.

10.1.5 The provisions of this clause 10.1 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this clause 10.1 and regardless of any subsequent amendment to this Agreement, and no amendment to this Agreement shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

10.1.6 If the General Partner determines in its discretion that it is appropriate or necessary to do so, the General Partner may cause the Partnership to establish reasonable reserves, escrow accounts or similar accounts to fund its obligations under this clause 10.

10.1.7 If any Covered Person recovers any amounts in respect of any Damages from insurance coverage or any other third party source, such Covered Person shall, to the extent that such recovery is duplicative of any amounts previously paid to it by the Partnership under the indemnification provisions in clause 10.1 in respect of such Damages, repay such amounts to the Partnership.

10.1.8 The right of any Covered Person to the indemnification provided herein shall be cumulative with, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Covered Person's successors, assigns, heirs and legal representatives.

10.2 **Other Sources of Recovery**

The General Partner shall cause the Partnership to use its commercially reasonable efforts to obtain the funds needed to satisfy its indemnification obligations under clause 10.1 from Persons other than the Partners (for example, out of Partnership assets or pursuant to insurance policies or other indemnification arrangements) before causing the Partnership to make payments pursuant to clause 7.4 and before requiring the Partners to return distributions to the Partnership pursuant to clause 7.4. Notwithstanding the foregoing, nothing in this clause 10.2 shall prohibit the General Partner from causing the Partnership to make such payments or requiring the Partners to return such distributions, including by way of interest-free Pound-denominated loan, if the General Partner determines in its sole discretion that the Partnership is not likely to obtain sufficient funds from such other sources in a timely fashion, or that attempting to obtain such funds would be futile or not in the best interests of the Partnership (for example, nothing in this clause 10.2 shall require the General Partner to cause the Partnership to sell any ~~Investment~~Partnership Asset before such time as the General Partner shall determine is advisable).

11 ADDITIONAL AND SUBSTITUTE LIMITED PARTNERS

11.1 Transfers by Partners

The General Partner may in its sole discretion waive any or all of the conditions given in this clause 11.

11.1.1 The General Partner may not Transfer all or any part of its Interest, provided that the General Partner may Transfer all or a portion of its Interest to an Affiliate. If the General Partner Transfers its entire Interest pursuant to this clause 11.1.1, the Transferee shall automatically be admitted to the Partnership as the replacement general partner immediately prior to such Transfer without any further action, approval or vote of any Person, including any other Partner, upon execution of a counterpart of this Agreement and such Transferee shall continue the business of the Partnership without dissolution of the Partnership.

The Special Limited Partner may not Transfer all or any part of its Interest, provided that the Special Limited Partner may Transfer all or a portion of its Interest to an Affiliate, provided further that such Affiliate assumes the obligations of the transferring Special Limited Partner under this Agreement.

11.1.2 Unless effected in accordance with and as permitted by this Agreement, no attempted Transfer or substitution shall be recognised by the Partnership, any purported Transfer or substitution not effected in accordance with and as permitted by this Agreement shall, to the fullest extent permitted by law, be void and the Partnership shall recognise no rights of the purported Transferee, including the right to receive distributions (directly or indirectly) from the Partnership or to acquire an interest in the capital or profits of the Partnership.

11.1.3 No Transfer of all or any part of any Limited Partner's Interest, whether voluntary or involuntary, shall be valid or effective without the prior written consent of the General Partner which consent (subject to clause 11.1.5) shall not be unreasonably withheld.

11.1.4 Any Limited Partner wishing to assign or Transfer all or part of its Interest shall furnish such information in relation to the proposed Transfer and the transferee as may be required by the General Partner.

11.1.5 Subject to the satisfaction of the General Partner that such Transfer will not adversely affect the Partnership, the General Partner will not unreasonably withhold its consent pursuant to clause 11.1.3 to the Transfer by a Limited Partner of any of its Interest in the Partnership to an Affiliate of that Limited Partner. Nothing in this clause 11.1.5 shall prejudice any other provision of this Agreement governing the Transfer all or part of an Interest.

11.1.6 Any Substitute Limited Partner shall be bound by all the provisions of this Agreement and, as a condition of giving its consent to any Transfer to be made in accordance with the provisions of this clause 11 the General Partner may require the proposed Substitute Limited Partner to give such representations, warranties, indemnities, consents and authorities as were given by Limited Partners upon their application for interests in the Partnership, and to acknowledge its assumption of the obligations of the transferring Limited Partner under this Agreement by entering into this Agreement by executing a Deed of Adherence or equivalent document in a form satisfactory to the General Partner.

11.1.7 Any fees, costs and expenses (including any Taxation) incurred by the Partnership, the other Limited Partners, or the General Partner and its Affiliates, in connection with any proposed or actual Transfer under this clause 11.1, shall be borne by the transferring Limited Partner (who shall indemnify the Partnership, the other Limited Partners, and the General Partner and its Affiliates in respect of the same). Neither the Partnership nor the General Partner shall incur any liability for allocations and distributions made in good faith to the transferring Limited Partner until the written instrument of transfer has been received by the Partnership and recorded in its books and the effective date of the Transfer has passed.

11.2 **Additional Limited Partners and Substitute Limited Partners**

11.2.1 In the period from the Commencement Date until the Initial Closing Date, Additional Limited Partners were admitted to the Partnership as determined by the General Partner on terms not materially different from the terms on which the Limited Partners then current were admitted to the Partnership and existing Limited Partners could increase their Capital Contributions as determined by the General Partner on terms not materially different from the terms on which initial Capital Contributions were accepted.

11.2.2 After the Initial Closing Date and on or before the Second Closing Date, Limited Partners were admitted to the Partnership by acquiring A Partnership Shares at a price of £1,470 per A Partnership Share (subject to a minimum acquisition per new Limited Partner of 20 A Partnership Shares).

11.2.3 After the Second Closing Date and on or before the Third Closing Date Limited Partners were admitted to the Partnership by acquiring B Partnership Shares at a price of £2,330 per B Partnership Share (subject to a minimum acquisition per new Limited Partner of 20 B Partnership Shares).

11.2.4 After the Third Closing Date and on or before the Fourth Closing Date Limited Partners may be admitted to the Partnership by acquiring C Partnership Shares at a price of £3,061 per C Partnership Share (subject to a minimum acquisition per new Limited Partner of 30 C Partnership Shares).

11.2.5 Pursuant to the Fund Merger, Limited Partners may be admitted to the Partnership from time to time by acquiring D Partnership Shares or E Partnership Shares at a price which shall be reflective of the Net Asset Value of the Partnership as at the relevant Fund Merger Closing Date.

11.2.6 Limited Partners may also be admitted to the Partnership from time to time and existing Limited Partners may increase Capital Contributions, in either case prior up to the final Fund Merger Closing Date, by acquiring F Partnership Shares at a price which shall be reflective of the Net Asset Value of the Partnership as determined by the Manager, taking such advice as the Manager deems necessary.

~~11.2.5~~11.2.7 Subject to the consent of Limited Partners by resolution passed by 75% Majority in Interest, after the ~~Fourth~~ final Fund Merger Closing Date, Additional Limited Partners may be admitted to the Partnership and existing Limited Partners may increase Capital Contributions at such other date in each case as determined by the General Partner, provided that this clause shall not apply to Additional Limited Partners admitted pursuant to the Fund Merger. The value of their Interest shall be as determined by the General Partner on terms taking account of the value at that time of the Partnership as determined by the Manager, taking such advice as the Manager deems necessary.

~~11.2.6~~11.2.8 Where a Limited Partner is a Limited Partner (or entitled to a share of profits) for only part of an Accounting Period his entitlement shall be to a proportion of the profits (or losses) which would have been allocated to him if he had been a Limited Partner for the full Accounting Period equal to the proportion which the number of days during which he was a Limited Partner during that Accounting Period bears to the total number of days in that Accounting Period (unless the General Partner determines that a different allocation would more nearly represent the actual profit or loss earned or incurred during the relevant period, in which case that allocation will be applied).

~~11.2.7~~11.2.9 Additional Limited Partners shall be admitted to the Partnership at Subsequent Closing Dates in accordance with clause 2.9 and this clause 11.2.

11.2.10 Substitute Limited Partners shall be admitted to the Partnership at the discretion of the General Partner in accordance with clause 12. ~~At the date of admission, following~~

~~registration by the General Partner of the Substitute Limited Partner as a Limited Partner of the Partnership on the Register, the Substitute Limited Partner will assume the responsibilities, assets and liabilities of the Limited Partner so substituted by the Transfer or sale of his~~

12 ANNUAL LIQUIDITY WINDOW, INTERIM TRANSFERS AND PERFORMANCE FEES

Annual Liquidity Window

12.1 The Manager shall, on an annual basis, operate a liquidity window (the "**Liquidity Window**") to provide Limited Partners with the opportunity to dispose of or acquire Partnership Shares, in accordance with the following provisions of this clause 12. The Manager shall provide Limited Partners with reasonable notice of each Liquidity Window, the intended timeline for its operation and such additional documentation as the Manager considers appropriate.

12.2 At commencement of each Liquidity Window, the Manager shall issue a notice to the Limited Partners to include:

12.2.1 The Liquidity Window Price per share at which Buying Partners may acquire additional Partnership Shares. "**Liquidity Window Price**" means, in respect of a Liquidity Window, the Net Asset Value per Partnership Share as at the Valuation Date immediately preceding that Liquidity Window;

12.2.2 The form of application to be completed by any Limited Partner wishing to reduce or increase their ~~I~~interest in the Partnership~~ and the Substitute~~;

12.2.3 The deadline for returning applications to the Manager; and

12.2.4 Any other requirements for participation in the Liquidity Window.

~~11.2.8~~12.2.5 The return of any such application a Limited Partner ~~will without further documentation provide~~shall irrevocably constitute and appoint the General Partner ~~with the Power of Attorney and rights specified in clause 15.~~and its officers, or the successor thereof as General Partner and its officers, with full power of substitution, the true and lawful attorney and agent of such Limited Partner, to execute, deliver, record and file all instruments and documents that may from time to time be required to give effect to the transactions requested in the application.

12.3 Any Limited Partner wishing to participate in a Liquidity Window as a Buying Partner or Selling Partner shall notify the Manager using the form of application provided and specifying the number of Partnership Shares they wish to acquire or dispose of.

12.4 On receipt of all validly completed applications for participation in a Liquidity Window, the Manager shall: (i) issue a funds transfer request to all Buying Partners; and (ii) notify all Selling Partners and Buying Partners of:

12.4.1 The total number of Partnership Shares that Selling Partners have requested to dispose of ("**Sale Shares**");

12.4.2 The total number of Partnership Shares that Buying Partners have requested to acquire ("**Acquisition Shares**");

12.4.3 Whether the number of Sale Shares exceeds Acquisition Shares (a "**Seller Excess**") or vice versa (a "**Buyer Excess**"); and

12.4.4 In event of a Seller Excess: (i) the value of assets (up to 3% of the Net Asset Value of the Partnership as at the Valuation Date immediately preceding the relevant Liquidity Window) that the Manager has determined to direct for sale in accordance with clause 12.5.2(a) (the "**Liquidity Assets**"); and (ii) whether the Manager reasonably considers the sale of the Liquidity Assets will give rise to sufficient funds to satisfy all applications to dispose of Sale Shares, and if the Manager reasonably considers there are insufficient funds to satisfy all applications to dispose of Sale Shares the Manager shall inform Selling Partners of the number of requests to dispose of Sale Shares it considers the sale of Liquidity Assets will satisfy in respect of each Selling Partner.

12.5 On receipt of funds requested from Buying Partners, the Manager shall give effect to the applications from Buying Partners and Selling Partners as follows:

12.5.1 If there is not a Seller Excess, the Manager shall:

(a) First, subject to the provisions of clause 11, arrange the transfer of all Sale Shares (which shall be redesignated as F Partnership Shares) to the Buying Partners in proportion to their applications for Acquisition Shares and, in the event of Buyer Excess, issue additional Partnership Shares to the Buying Partners until all requests for Acquisition Shares are satisfied; and

(b) Second, distribute to each Selling Partner an amount equal to the Liquidity Window Price applicable to their Sale Shares, less that Selling Partner's share of any Performance Fee for the period in question and other applicable fees .

12.5.2 If there is a Seller Excess, the Manager shall:

(a) First, direct the sale of the Liquidity Assets;

(b) Second, subject to the provisions of clause 11, transfer the Sale Shares (which shall be redesignated as F Partnership Shares) to the Buying Partners in proportion to both: (i) each Selling Partner's available Sale Shares; and (ii) each Buying Partner's applications for Acquisition Shares until all requests for Acquisition Shares are satisfied;

(c) Third, in respect of each Selling Partner, cancel the number of Sale Shares notified pursuant to clause 12.4.4; and

(d) Fourth, distribute to each Selling Partner an amount equal to each Selling Partner's proportionate share of: (i) the Liquidity Window Price of the Sale Shares transferred to the Buying Partners; and (ii) the sale proceeds of the Liquidity Assets less that Selling Partner's share of any Performance Fee for the period in question and other applicable fees.

12.6 If there is: (i) a Seller Excess in a Liquidity Window; and (ii) the Manager is not able to satisfy all applications to dispose of Sale Shares by way of transfers to Buying Partners and the sale of Liquidity Assets, then the Manager may (but shall not be obliged to), in its absolute discretion if requested by one of more Selling Partners, arrange for (i) the sale of such remaining Sale Shares held by those Selling Partners to an Institutional Partner or (ii) the cancellation of such remaining unmatched Partnership Shares (in whole or in part) as it considers appropriate, as follows:

12.6.1 any Transfer of Partnership Shares between a Selling Partner and a Buying Partner who is an Institutional Partner pursuant to this clause 12.6 shall:

(a) be at a price per Partnership Share reflective of the appropriate discount to the Liquidity Window Price (the "**Discounted Liquidity Window Price**") negotiated between the Manager and such Institutional Partner; and

(b) be effected in accordance with clause 11; and

12.6.2 any cancellation of such remaining unmatched Partnership Shares shall be effected by applying the Discounted Liquidity Window Price to make a payment to each relevant Selling Partner in respect of each cancelled Partnership Share at the Discounted Liquidity Window Price, less that Selling Partner's share of any Performance Fee for the period in question, and such payment shall comprise: (i) a return of the portion of that Selling Partner's Capital Contribution attributable to the cancelled Partnership Share; and (ii) a distribution of profit equal to the excess (if any) of the Discounted Liquidity Window Price over such Capital Contribution element.

12.7 For the avoidance of doubt, the Manager shall not be obliged to operate a Liquidity Window in any year where the Manager in its sole discretion determines that it would not be in the interests of the Partnership as a whole. The Manager shall not incur any liability to any Limited Partner by reason of any failure to operate a Liquidity Window or to achieve any particular outcome for any Selling Partner thereunder.

~~12ASSIGNATION AND TRANSFER~~Interim Transfer

12.8 ~~A~~Outside of the Annual Liquidity Window ("**Interim Transfers**") a Limited Partner may assign his Limited Partnership Interest in whole or in units of not less than 20 Partnership Shares, ~~at anytime~~subject to the provisions of clause 11. The Manager has undertaken to seek to arrange such transactions between ~~wi~~Selling ~~buyers and willing sellers~~Partners and Buying Partners at prices mutually acceptable to both parties.~~-~~ Transfer fees shall be payable to the Manager for arranging such transactions, as set out in clause 8.4.6.~~The Manager will be entitled to a fee of 3% plus VAT payable by the vendor to the Manager and 3% plus VAT payable by the purchaser to the Manager where such purchaser is not already a Limited Partner in~~

Annual Performance Fee

~~12.1~~ For each Accounting Period of the Partnership ~~on the value of such sale.~~in which the Performance Adjusted Share Value exceeds the Target Share Value, the Special

12.9 ~~In the event that the Manager fails to effect a sale of a~~ Limited Partner~~s' Interests under~~will be paid a performance fee (the "**Performance Fee**") in accordance with clause 12.12, ~~the General Partner may, acting on behalf~~and calculated as:

$$\boldsymbol{Performance\ Fee} = (\boldsymbol{A} - \boldsymbol{B}) \times C \times 10\%$$

Where:

A = the Performance Adjusted Share Value;

B = the Target Share Value; and

C = the total number of Partnership Shares in issue less the number of Partnership Shares held by the Special Limited Partner, both as at the relevant Valuation Date.

12.10 The Performance Adjusted Share Value means the amount calculated as:

$$\frac{DE + FG}{H}$$

Where:

D is equal to H – F;

E is the Liquidity Window Price calculated at the start of the current Liquidity Window;

F is the total number of Sale Shares disposed of in the current Liquidity Window in accordance with clause 12.5;

G is the amount distributed under clause 12.5 per Sale Share disposed of in the current Liquidity Window; and

H is the total number of Partnership Shares in issue at the relevant Valuation Date.

12.11 The Target Share Value is calculated as:

$$Target\ Share\ Value = (Ix1.07^{J}) - K$$

Where:

~~12.2~~ *I* is the Performance Adjusted Share Value for the last Accounting Period in which a Performance Fee was paid or, where no Performance Fee has been paid in a previous Accounting Period, the Initial Share Value. "**Initial Share Value**" means the Net Asset Value of the Partnership ~~and subject to the General Partner or the Partnership having available cash resources or access to the requisite short term bank borrowing, instruct the Manager acting on behalf of the Partnership to offer to acquire up to 20% of the Partnership Interests then current and at a price determined by the General Partner following consultation with the Advisory Committee.~~

immediately following the Fund Merger Completion Date, divided by the number of Partnership Shares in issue immediately after the Fund Merger Completion Date.

J is the number of Accounting Periods between the relevant Accounting Period and the Accounting Period by reference to which *H* has been established (adjusted if any Accounting Period is longer or shorter than 12 months).

K is an amount representing the distributions paid in respect of a single Partnership Share during the relevant Accounting Period as adjusted for quantum and timing using the 7% IRR as set out in clause 7.3.5.

12.12 The Performance Fee is to be paid as follows:

12.12.1 ~~A~~90% of the Performance Fee is payable as cash to the Special Limited Partner, ~~may Transfer at any time the beneficial ownership of his~~provided that the Special Limited Partner~~'s Interest in~~ agrees to pay the Reinvestment Amount to the Partnership ~~to another party in whole or in units of not less than 20~~in exchange for Partnership Shares. "**Reinvestment Amount**" means, in respect of an Accounting Period, an amount equal to 15% of the Performance Fee payable for that Accounting Period rounded down to the nearest multiple of the Liquidity Window Price.~~of Capital Contribution.~~

~~12.3~~12.12.2 ~~The Manager will be entitled to an administration charge of £100 plus VAT to effect the registration of each such Transfer, payable by the Transferor such fee to increase annually in line with RPI as from December 2009~~The remaining 10% of the Performance Fee for the Accounting Period will be payable at the start of the second Liquidity Window following the Accounting Period, but only if the Liquidity Window Price for that Liquidity Window is not less than the Performance Adjusted Share Value (as calculated at the date the 10% Performance Fee was originally calculated and not at the start of the second Liquidity Window).

13 VALUATIONS

~~13.1T~~On each Valuation Date or at such other times determined by the Manager, the General Partner shall cause ~~the land, buildings and other assets of~~(i) the Partnership ~~(including standing timber and property rights)~~'s forest properties and renewable energy generating assets to be independently valued on ~~each Valuation Date~~a willing seller/willing buyer open market basis or as a going concern, as appropriate, and (ii) the Net Asset Value of the Partnership to be calculated, by an independent valuer appointed by the Manager, being a party with expertise in valuing forestry property or a party with expertise in valuing renewable energy generating assets or cash flows arising therefrom.

14 DISSOLUTION AND WINDING-UP OF THE FUND

14.1 **Dissolution**

There will be a dissolution of the Partnership and its affairs shall be wound up upon the first to occur of any of the following events:

14.1.1 the expiration of the Term as provided in clause 2.5;

14.1.2 the last Business Day of the subsequent Accounting Period following that in which all assets acquired or agreed to be acquired by the Partnership have been sold or otherwise disposed of;

14.1.3 the withdrawal, removal (unless a replacement general partner is admitted to the Partnership in accordance with clauses 3.5 and 3.5A), insolvency or dissolution and commencement of winding-up of the General Partner except on voluntary liquidation for the purposes of reconstruction or amalgamation, or the assignation by the General Partner of its entire Interest (unless the Transferee is admitted as a replacement general partner of the Partnership pursuant to clause 11.1.1), or the occurrence of any other event that causes the General Partner to cease to be a general partner of the Partnership under the Act, unless (i) at the time of the occurrence of such event there is at least one remaining general partner of the Partnership that is hereby authorised to and does (unanimously in the case of more than one general partner) elect to continue the business of the Partnership without dissolution or (ii) within 90 days after the occurrence of such event a Majority in Interest agrees in writing or votes to continue the business of the Partnership and to the appointment, effective as of the date of such event, if required, of one or more additional general partners of the Partnership;

14.1.4 the dissolution of the Partnership pursuant to the Partnership Law or other applicable law; and

14.1.5 at such time as there are no Limited Partners, unless the business of the Partnership is continued in accordance with the Partnership Law.

14.2 **Winding-Up**

14.2.1 Upon the dissolution of the Partnership, the General Partner (or, if dissolution of the Partnership should occur by reason of clause 14.1.3 or the General Partner is unable to act as liquidator, a liquidating trustee of the Partnership or other representative designated by a Majority in Interest) shall use its commercially reasonable efforts to liquidate all of the assets of the Partnership in an orderly manner.

14.2.2 The General Partner (or the liquidating trustee or other representative referred to in clause 14.2.1) shall apply the proceeds of the liquidation referred to in clause 14.2.1 and shall distribute any such proceeds, as follows and in the following order of priority:

~~14.2.2.1~~(a) first, to (a) creditors in satisfaction of the debts and liabilities of the Partnership, whether by payment thereof or the making of reasonable provision for payment thereof and (b) the expenses of liquidation, whether by payment thereof or the making of reasonable provision for payment thereof, and (c) the establishment of any reasonable reserves (which may be funded by a liquidating trust) to be established by the General Partner (or liquidating trustee or other representative) in amounts determined by it to be necessary for the payment of the Partnership's expenses, liabilities and other obligations (whether fixed or contingent);

~~14.2.2.2~~(b) second, subject to reserving an amount equal to the amount to be distributed under clause 14.2.2~~14.2.2.3~~(c), to the Partners in accordance with clause 7.3; and

~~14.2.2.3~~(c) third, to the Partners in repayment of their Capital Contributions, in proportion and to the extent of their respective Capital Contributions.

14.2.3 A reasonable time period shall be allowed for the orderly winding-up and liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to seek to maximise value to the Limited Partners upon such liquidation. The provisions of this Agreement shall remain in full force and effect during the period of winding-up and dissolution of the Partnership in accordance with the Partnership Law.

14.3 **Termination**

Upon completion of the foregoing, the General Partner (or the liquidating trustee or other representative referred to in clause 14.2.1) shall give such notice as is required by law. For the avoidance of doubt, the Partnership will not be dissolved (and such notice as is required by law will not be given by the General Partner or such liquidating trustee or other representative) prior to the end of the Term, unless otherwise required by law or this Agreement.

15 AMENDMENTS; POWER OF ATTORNEY

15.1 **Amendments**

15.1.1 Any modifications of or amendments to this Agreement duly adopted in accordance with the terms of this Agreement may be executed in accordance with clause 15.2. The terms and provisions of this Agreement may be modified or amended at any time and from time to time with the written consent of the General Partner and a Majority in Interest, provided that the General Partner may, without the consent of any of the Limited Partners:

~~15.1.1.1~~(a) enter into agreements with Persons that are Transferees pursuant to the terms of this Agreement, providing in substance that such Transferees will be bound by this Agreement and will become Substitute Limited Partners;

~~15.1.1.2~~(b) amend this Agreement as may be required to implement Transfers of Interests or the admission of any Additional Limited Partner in accordance with the terms of this Agreement;

~~15.1.1.3~~(c) amend this Agreement (a) to satisfy any requirements, conditions, guidelines or opinions contained in the Act or the laws of the United Kingdom or in any opinion, directive, order, ruling or regulation of any governmental agency, or any statute, rule or regulation, compliance with which the General Partner deems to be in the best interest of the Partnership, provided that the General Partner shall Consult with the Advisory Committee prior to making such amendment or (b) to change the name of the Partnership, provided that the General Partner shall promptly notify the Limited Partners of any change to the name of the Partnership;

~~15.1.1.4~~(d) amend this Agreement as may be necessary or advisable to comply with FSMA and any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, provided that the General Partner shall Consult with the Advisory Committee prior to making such amendment;

~~15.1.1.5~~(e) amend this Agreement to cure any ambiguity or correct or supplement any provision hereof that may be incomplete or inconsistent with any other provision hereof, so long as such amendment under this clause 15.1.1.5 does not adversely affect the interests of the Limited Partners; and

~~15.1.1.6~~(f) amend this Agreement in accordance with clauses 2.7.10 and 3.5.

15.1.2 Notwithstanding the provisions of clause 15.1.1, no modification of or amendment to this Agreement shall be made that will:

~~15.1.2.1~~(a) modify or amend clause 2.4, 2.5, 3.4, 8.2, 10.1, 14.1 or 14.2 without the written consent of at least a 75% Majority in Interest and the written consent of the General Partner acting in its absolute discretion;

~~15.1.2.2~~(b) modify or amend clause 4.2 without the written consent of all non-defaulting Partners;

~~15.1.2.3~~(c) modify or amend the provisions of clause 7.3 in a manner that would alter the calculation methodology or timing of distributions other than those annual distributions set out in clause 7.3.2 or the allocations of Capital Gain, Net Income, Capital Loss or Net Income Loss without the written consent of at least 75% in Interest;

~~15.1.2.4~~(d) materially and adversely affect the rights of a Limited Partner in a manner that discriminates against such Limited Partner vis-à-vis the other Limited Partners or increase the Capital Contribution of a Limited Partner without the written consent of such Limited Partner; or

~~15.1.2.5~~(e) modify or amend the requirement in any provision of this Agreement calling for the consent, vote or approval of a Majority in Interest or other specified percentage in Interest of the Limited Partners, without the written consent of a Majority in Interest or such specified percentage in Interest, as the case may be, of the Limited Partners.

15.1.3 Prior to or within a reasonable period of time after the adoption of any material amendment in accordance with this clause 15.1, the General Partner shall send to each Limited Partner a copy of such amendment or a written notice describing such amendment.

15.1.4 The provisions of this clause 15.1 do not apply to rights established under, or alterations or supplements to the terms hereof made pursuant to, side letters or other written agreements entered into in accordance with clause 16.11.

15.2 **Power of Attorney**

15.2.1 Each Limited Partner does hereby irrevocably constitute and appoint the General Partner and its officers, or the successor thereof as General Partner of the Partnership and its officers, with full power of substitution, the true and lawful attorney-in-fact and agent of such Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all instruments, documents and certificates that may from time to time be required by the Act or the laws of the United Kingdom or the laws of any jurisdiction in which the Partnership conducts or plans to conduct business, or any political subdivision or agency thereof, to effect, implement and continue the valid existence and ~~investment and other~~ activities of the Partnership, including the power and authority to execute, verify, swear to, acknowledge, deliver, record and file:

~~15.2.1.1~~(a) all certificates and other instruments, including any amendments to this Agreement, that the General Partner determines to be appropriate to (i) form, qualify or continue the Partnership as a limited partnership (or a partnership in which the Limited Partners have limited liability) in Scotland and all other jurisdictions in which the Partnership conducts or plans to conduct business and (ii) admit such Partner as a Limited Partner in the Partnership;

~~15.2.1.2~~(b) (i) all instruments that the General Partner determines to be appropriate to reflect any amendment to this Agreement made in accordance with clause 15.1.1 to satisfy any requirements, conditions, guidelines or opinions contained in the Act or the laws of the United Kingdom or in any opinion, directive, order, ruling or regulation of any governmental agency, or any statute, rule or regulation, compliance with which the General Partner deems to be in the best interest of the Partnership, (ii) to change the name of the Partnership or (iii) to cure any ambiguity or correct or supplement any provision hereof that may be incomplete or inconsistent with any other provision herein contained so long as such amendment under this clause 15.2.1.2 does not adversely affect the interests of the Limited Partners;

~~15.2.1.3~~(c) all instruments that the General Partner determines to be appropriate in connection with the formation or operation of, and the admission of certain or all of the Limited Partners and Substitute Limited Partners to the Partnership;

~~15.2.1.4~~(d) all conveyances and other instruments that the General Partner determines to be appropriate to reflect and effect the dissolution, winding-up and termination of the Partnership in accordance with the terms of this Agreement, including the filing of any document as provided for in clause 14;

~~15.2.1.5~~(e) all instruments relating to (i) Transfers of Interests or the admission of Substitute Limited Partners or Additional Limited Partners, (ii) any change in the Capital Contribution of any Limited Partner, all in accordance with the terms of this Agreement;

~~15.2.1.6~~(f) all amendments to this Agreement duly approved and adopted in accordance with this Agreement;

~~15.2.1.7~~(g) all instruments that the General Partner determines to be appropriate in connection with any Indebtedness incurred by the Partnership; and

~~15.2.1.8~~(h) any other instruments determined by the General Partner to be necessary or appropriate in connection with the proper conduct of the business of the Partnership and that do not adversely affect the interests of the Limited Partners.

Such attorney-in-fact and agent shall not, however, have the right, power or authority to amend or modify this Agreement, when acting in such capacities, except to the extent authorised herein. This power of attorney shall not be affected by the subsequent disability or incompetence of the principal. This power of attorney shall be deemed to be coupled with an Interest, shall be irrevocable, shall survive and not be affected by the dissolution, insolvency or legal disability of any Limited Partner and shall extend to such Limited Partner's successors and assigns. This power of attorney may be exercised by such attorney-in-fact and agent for all Limited Partners (or any of them) by a single signature of the General Partner acting as attorney-in-fact with or without listing all of the Limited Partners executing an instrument. Any Person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorised and binding, without further inquiry. If required, each Limited Partner shall execute and deliver to the General Partner, within five Business Days after receipt of a request therefor, such further designations, powers of attorney or other instruments as the General Partner shall determine to be necessary for the purposes hereof consistent with the provisions of this Agreement. This power of attorney shall terminate upon a determination of a court of competent jurisdiction that the General Partner or the Manager engaged in Removal Conduct in respect of the Partnership.

16 MISCELLANEOUS

16.1 Notices

Each notice relating to this Agreement shall be in writing and shall be delivered (a) in person, by first class post or by private courier or (b) by facsimile or other electronic means, with such confirmation as the General Partner deems appropriate under the circumstances, including confirmation by telephone to an officer or other representative of the recipient. All notices to any Limited Partner shall be delivered to such Limited Partner at its last known address as given in the records of the Partnership. All notices to the General Partner shall be delivered to the General Partner at the principal place of business of the Partnership. Any Limited Partner may designate a new address for notices by giving written notice to that effect to the General Partner. The General Partner may designate a new address for notices by giving written notice to that effect to each of the Limited Partners. Unless otherwise specifically provided in this Agreement, a notice given in accordance with the foregoing paragraph (a) shall be deemed to have been effectively given five Business Days after such notice is mailed by first class post and two Business Days after such notice is sent by Federal Express or other similar service provider, to the proper address, or at the time delivered when delivered in person or by private courier. Any notice to the General Partner or to a Limited Partner by facsimile or other electronic means shall be deemed to have been effectively given when sent and confirmed by telephone in accordance with the foregoing paragraph (b).

16.2 **Headings**

The headings of the articles, sections and subsections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof or affect the interpretation hereof.

16.3 **Successors and Assignees**

This Agreement shall inure to the benefit of the Partners and the Covered Persons, and shall be binding upon the parties, and, subject to clause 11, their respective successors, permitted assignees and, in the case of individual Covered Persons, heirs and legal representatives.

16.4 **Severability**

Every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

16.5 **Further Actions**

Each Limited Partner shall execute and deliver such other certificates, agreements and documents, and take such other actions, as may reasonably be requested by the General Partner in connection with the formation of the Partnership and the achievement of its purposes or to give effect to the provisions of this Agreement, in each case as are not inconsistent with the terms and provisions of this Agreement, including any documents that the General Partner determines to be necessary or appropriate to form, qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership conducts or plans to conduct its ~~investment and other~~ activities and all such agreements, certificates, tax statements and other documents as may be required to be filed by or on behalf of the Partnership.

16.6 **Determinations of the Partners**

To the fullest extent permitted by law and notwithstanding any other provision of this Agreement or in any other agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever in this Agreement a Partner is permitted or required to make a decision (a) in its "sole discretion" or "discretion" or under a grant of similar authority or latitude, such Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or any other Person, or (b) in its "good faith" or under another express standard, such Partner shall act under such express standard and shall not be subject to any other or different standard.

16.7 **Non-Waiver**

No provision of this Agreement shall be deemed to have been waived unless such waiver is given in writing, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favour such waiver was given.

16.8 **Confidentiality**

The General Partner, the Manager, each Limited Partner and each member of the Advisory Committee shall keep confidential and shall not disclose without the prior written consent of the General Partner any information, with respect to the Partnership or any Affiliate of the Partnership, or any ~~Investment~~Partnership Asset, provided that a Limited Partner may disclose any such information (a) as has become generally available to the public other than as a result of the breach of this clause 16.8 by such Limited Partner or any agent or Affiliate of such Limited Partner, (b) as may be required to be included in any report, statement or testimony required to be submitted to any municipal, state or national regulatory body having jurisdiction over such Limited Partner, (c) as may be required in response to any summons or subpoena or in connection with any litigation, (d) to the extent necessary in order to comply with any law, order, regulation, ruling applicable to such Limited Partner and (e) to its professional advisers (including such Limited Partner's ~~a~~Auditors and legal advisers and, for any Limited Partner which is, or represents, a pension fund, such Persons as are necessary for the proper administration of the pension fund), so long as such Persons are advised of the confidentiality obligations contained herein.

16.9 **Survival of Certain Provisions**

The obligations of each Partner pursuant to clauses 4, 6 and 16.8 shall survive the termination or expiration of this Agreement and the dissolution, winding-up and termination of the Partnership.

16.10 **Waiver of Partition**

Except as may otherwise be provided by law in connection with the dissolution, winding-up and liquidation of the Partnership, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

16.11 **Entire Agreement; Side Letters**

This Agreement and the Deeds of Adherence constitute the entire agreement among the Partners and between the Partners with respect to the subject matter hereof and supersede any prior agreement or understanding among them with respect to such subject matter, including, for the avoidance of doubt, the ~~2017~~2020 Agreement. The representations and warranties of the Limited Partners in and the other provisions of the Deeds of Adherence shall survive the execution and delivery of this Agreement. Subject to clause 15.1 but notwithstanding any other provision of this Agreement or any Deed of Adherence, in addition to this Agreement and the Deeds of Adherence, the Limited Partners hereby acknowledge and agree that the General Partner or the Manager, on its own behalf or on behalf of the Partnership, may (subject to compliance with AIFMD) enter into side letters or other written agreements to or with any Limited Partner without the consent of any Person, including any other Limited Partner, that has the effect of establishing rights under, or altering or supplementing the terms hereof and of any Deed of Adherence.

16.12 **No Third Party Beneficiaries**

The provisions of this Agreement are intended solely to benefit the Partners and Covered Persons and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any other Person (including, without limitation, any creditor of the Partnership) and no such other Person shall be a third party beneficiary of this Agreement.

16.13 **Compliance with Anti-Money Laundering Requirements**

Notwithstanding any other provision of this Agreement to the contrary, the General Partner, in its own name and on behalf of the Partnership, shall be authorised without the consent of any Person, including any other Partner, to take such action as it determines in its sole discretion to be necessary or advisable to comply with any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, including the actions contemplated by the Deeds of Adherence.

16.14 **VAT**

All amounts payable pursuant to this Agreement shall unless otherwise stated be exclusive of any VAT thereon, and the Partnership shall be responsible for any VAT that may be payable including any VAT on any fee payable by the General Partner to the Manager. If the General Partner is liable to pay any VAT by reason of its being treated as making taxable supplies pursuant to this Agreement, it shall be entitled to be indemnified by the Partnership in respect of any such liability.

16.15 **Non-Recognition of Trust Arrangements**

The General Partner shall treat those Limited Partners registered as Limited Partners of this Partnership under the Act as the Limited Partners of the Partnership under this Agreement and shall not (other than as agreed otherwise herein) recognise any trust arrangement or other arrangement under which any such Limited Partner may hold its interest in the Partnership whether or not such arrangement shall have been notified to it.

16.16 **Withholding Tax**

16.16.1 Each Partner shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Partnership and each Covered Person against all claims, liabilities and expenses of whatever nature relating to such Covered Person's obligation to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Partnership with respect to such Partner or as a result of such Partner's participation in the Partnership save in respect of any liability to interest or penalties incurred by any Limited Partner in that regard in respect of any negligence on the part of the General Partner or the Manager.

16.16.2 Notwithstanding any other provision of this Agreement, each Partner hereby authorises the Partnership and the General Partner to withhold and to pay over, or otherwise pay, any withholding or other taxes payable or required by law to be deducted by the Partnership or any of its Affiliates with respect to such Partner or as a result of such Partner's participation in the Partnership (including as a result of a distribution in kind to such Partner). If and to the extent that the Partnership shall be required to withhold or pay any such withholding or other taxes, such Partner shall be deemed for all purposes of this Agreement to have received a payment from the Partnership as of the time that such withholding or other tax is required to be paid, which payment shall be deemed to be a distribution of Distributable Cash with respect to such Partner's Interest to the extent that such Partner (or any successor to such Partner's Interest) would have received a cash distribution but for such withholding. To the extent that such payment exceeds the cash distribution that such Partner would have received but for such withholding, the General Partner shall notify such Partner as to the amount of such excess and such Partner shall make a prompt payment to the Partnership of such amount by same day value transfer, which payment shall not constitute a Loan or increase any account of such Partner. The Partnership may hold back from any such distribution in kind any property having a value equal to the amount of such taxes until the Partnership has received payment of such amount.

16.16.3 Any withholding referred to in this clause 16.1~~7~~6 shall be made at the maximum applicable statutory rate under the applicable tax law unless the General Partner shall have received an opinion of counsel, or other evidence, satisfactory to the General Partner to the effect that a lower rate is applicable or that no withholding is applicable.

16.16.4 In the event that the Partnership receives, or is deemed to receive, a distribution or payment from or in respect of which tax has been withheld, or in respect of which the Partnership is required to make a payment in respect thereof, respectively, the Partnership shall be deemed to have received cash in an amount equal to the amount of such withheld tax, and each Partner shall be deemed for all purposes of this Agreement to have received a payment from the Partnership as of the time of such distribution or payment equal to the portion of such amount that is attributable to such Partner's Interest as determined by the General Partner in its sole discretion, which payment shall be deemed to be a distribution of distributable cash to the extent that such Partner (or any successor to such Partner's Interest) would have received a cash distribution but for such withholding. To the extent that the Partnership is required to make a payment in respect of withholding taxes imposed on a distribution or payment that the Partnership is deemed to receive, the General Partner shall notify each Partner as to the portion of such payment that is attributable to such Partner's Interest, as determined in good faith by the General Partner, and such Partner shall make a prompt payment to the Partnership of such money by same day value transfer, which payment shall not constitute a Loan and, consequently, shall not increase any account of such Partner. In the event that the Partnership anticipates receiving a distribution or payment from which tax will be withheld in kind, the General Partner may elect to prevent such in-kind withholding by paying such tax in cash and may require each Partner in advance of such distribution to make a prompt payment to the Partnership by same day value transfer of the amount of such tax attributable to such Partner's Interest as equitably determined by the General Partner, which payment shall not constitute a loan.

16.16.5 Where the General Partner is deemed to have received a payment pursuant to this clause 16.1~~7~~6, it shall be entitled to an interest-free loan from the Partnership of an amount equal to the amount of such deemed payment until such time as the General Partner obtains repayment from the tax authorities of an amount equal to the deemed payment or obtains an equivalent benefit provided that, where the equivalent benefit takes the form of a reduction in the General Partner's liability to UK corporation tax in any accounting period the General Partner shall be deemed to receive that equivalent benefit on the date which falls (where the General Partner is a "large company" for the purposes of the Corporation Tax (Instalment Payment) Regulations 1998) three months and fourteen days after the end of the relevant accounting period and (in any other case) nine months and one day after the end of the relevant accounting period.

16.17 **Governing Law and submission to jurisdiction**

This Agreement is governed by, and shall be construed in accordance with, Scots law and all the parties irrevocably agree to submit to the non-exclusive jurisdiction of the Courts of Scotland to settle any disputes which may arise out of or in connection with this Agreement and accordingly any suit, action or proceeding arising out of or in connection with this Agreement may be brought in such courts.

16.18 **Counterparts**

16.18.1 This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which shall be deemed to be an original hereof.

16.18.2 Where executed in counterparts:

~~16.18.2.1~~(a) this Agreement will not take effect until each of the counterparts has been delivered;

~~16.18.2.2~~(b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and

~~16.18.2.3~~(c) the date of delivery may be inserted in the testing clause in the blank provided of the effective date of this Agreement.

This Agreement comprising this page and the ~~51~~[ ] preceding pages is executed ~~in counterpart~~as follows by the parties as undernoted, and if executed in counterpart for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 is delivered on ____________________ 202~~0~~6.

GENERAL PARTNER:

Executed on behalf of **~~FIM~~GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED** by:

…………………………………………………….. signature of director~~/attorney~~	…………………………………………………….. signature of director/company secretary/witness
…………………………………………………….. full name of above (print)	…………………………………………………….. full name of above (print)
…………………………………………………….. ~~place of signing~~date	…………………………………………………….. …………………………………………………….. address of witness

LIMITED PARTNERS:

Executed on behalf of the Limited Partners by **GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED** as attorney pursuant to clause 15.2.1 of this Agreement by:

…………………………………………………….. signature of director	…………………………………………………….. signature of director/company secretary/witness

………………………………………………….. full name of above (print)	………………………………………………….. full name of above (print)
………………………………………………….. date	………………………………………………….. ………………………………………………….. address of witness

SPECIAL LIMITED PARTNER

Executed on behalf of **FIM EXECUTIVES LIMITED PARTNERSHIP** acting by its general partner **FIM WINDFARMS (SC) GENERAL PARTNER LIMITED** by:

………………………………………………….. signature of director~~/attorney~~	………………………………………………….. signature of director/company secretary/witness
………………………………………………….. full name of above (print)	………………………………………………….. full name of above (print)
………………………………………………….. ~~place of signing~~date	………………………………………………….. ………………………………………………….. address of witness

MANAGER:

Executed on behalf of **GRESHAM HOUSE ASSET MANAGEMENT LIMITED** by:

………………………………………………….. signature of director~~/attorney~~	………………………………………………….. signature of director/company secretary/witness
………………………………………………….. full name of above (print)	………………………………………………….. full name of above (print)
………………………………………………….. ~~place of signing~~date	………………………………………………….. ………………………………………………….. address of witness