

Dated ____ December 2020

Eden Multi-Strategy Investment Fund GP, LLC

and

Ogier Global Subscriber (Cayman) Limited

LIMITED PARTNERSHIP AGREEMENT

427520.00001

Ogier

BTLG1-11108996-2

This Limited Partnership Agreement is made the _____ day of December 2020

PARTIES

- 1 **Eden Multi-Strategy Investment Fund GP, LLC**, a company organised under the laws of the State of Delaware, USA which is registered in the Cayman Islands under Part IX of the Companies Law (Revised) as a foreign company with an address for service in the Cayman Islands situated at Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands, as general partner (the **General Partner**); and
- 2 **Ogier Global Subscriber (Cayman) Limited**, a Cayman Islands company whose registered office is situated at Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands, as the initial limited partner (the **Initial Limited Partner**).

Operative provisions

1 Establishment of the Partnership

Formation

- 1.1 The General Partner and the Initial Limited Partner (together the **Partners**) hereby form an exempted limited liability partnership (the **Partnership**) pursuant to and in accordance with the Exempted Limited Partnership Law (Revised) (the **Law**) on the terms of this agreement.

Name

- 1.2 The name of the Partnership is **Eden Multi-Strategy Investment Fund (Cayman), LP** or such other name as the General Partner determines from time to time.

Purpose

- 1.3 The Partnership is formed to engage in any lawful activity for which exempted limited partnerships may be formed under the Law.

2 Registered office

- 2.1 The registered office of the Partnership is situated at the offices of Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands.
- 2.2 The General Partner may at any time determine another place in Grand Cayman to be the registered office of the Partnership.

3 Term

The Partnership will commence on the date on which a certificate is issued pursuant to section 9(5) of the Law and shall continue until terminated by the General Partner in its sole discretion or otherwise in accordance with the Law.

4 Conduct of the Partnership's business

- 4.1 The General Partner agrees to undertake exclusively the business of the Partnership.
- 4.2 The Initial Limited Partner is prohibited from undertaking that business except to the extent permitted by the Law.

5 Contributions and liability

Making of capital contributions

- 5.1 The General Partner and the Initial Limited Partner acknowledge that each has contributed one U.S. dollar to the capital of the Partnership.
- 5.2 The General Partner and the Initial Limited Partner must contribute such additional amounts as they may agree in writing from time to time.

Repayment of capital contributions

- 5.3 Save as set forth in clause 6.2 neither Partner is entitled to be repaid its capital contributions until the liquidation of the Partnership. If, after payment of or provision for all the liabilities of the Partnership, the Partnership's assets are insufficient to repay the capital contributions in full, the General Partner will not be liable to repay the same from its own resources.
- 5.4 The Initial Limited Partner's liability for the Partnership's debts and obligations is limited to its capital contributions and its share of the Partnership's profits and income, whether or not previously paid to it. Except to that extent, the General Partner is liable for the Partnership's debts and obligations.

6 Allocation of profits and losses

- 6.1 The profits and losses of the Partnership are to be shared by the Partners in the proportions in which they have contributed capital to the Partnership.

Distributions

- 6.2 At the time or times determined by the General Partner, the General Partner shall cause the Partnership to distribute any cash held by it which is not reasonably necessary for the operation of the Partnership. Cash available for distribution shall be distributed to the partners of the Partnership in the same proportion as their then capital account balances.

7 Miscellaneous

Assignment of interests

- 7.1 Subject to the next clause, no interest in the Partnership may be assigned, nor may any new partner, general or limited, be admitted unless both Partners agree.

- 7.2 Whenever so requested by the General Partner, the Initial Limited Partner must:
- (a) transfer, for a consideration of one US dollar (or such other amount, if any, as it has contributed to the capital of the Partnership), its interest in the Partnership to such persons as the General Partner nominates; or
 - (b) withdraw all its interest in the Partnership for one US dollar (or such other amount, if any, as it has contributed to the capital of the Partnership).

Amendment

- 7.3 This agreement may be amended by instrument in writing signed by or on behalf of all the Partners.

Counterparts

- 7.4 This agreement may be executed and delivered in any number of counterparts, all of which taken together constitute one and the same document.

Governing law

- 7.5 This agreement is governed by the law of the Cayman Islands.

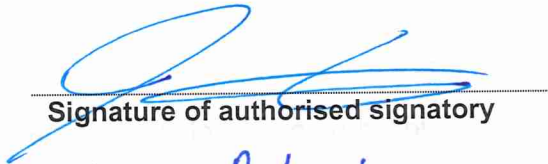
Jurisdiction

- 7.6 The Partners submit to the non-exclusive jurisdiction of the courts of the Cayman Islands and the courts of appeal from them to determine any dispute arising out of or in connection with this agreement, but without prejudice to the right of any Partner to bring proceedings in any other appropriate jurisdiction.
- 7.7 The Partners agree that, subject to any outstanding right of appeal, a judgment upon any proceedings commenced in the courts of the Cayman Islands is final and binding and may be enforced in the courts of any other jurisdiction. The Partners further agree not to object to the exercise of jurisdiction of those courts on any basis such as a claim that the proceedings were brought in an inconvenient forum.

Execution

Executed as an agreement on the date that first appears being the date on which it is delivered and takes effect.

Signed by Eden Multi-Strategy Investment Fund GP, LLC as the General Partner by:



Signature of authorised signatory

Jason Roberts

Print name

Managing Partner

Title

Signed by Ogier Global Subscriber (Cayman) Limited as the Initial Limited Partner by:

Signature of authorised signatory

Print name

Title