

**AMENDED AND RESTATED**  
**EXEMPTED LIMITED PARTNERSHIP AGREEMENT**  
**OF**  
**PRRF II INVESTMENT HOLDINGS LP**  
(a Cayman Islands exempted limited partnership)

This Amended and Restated Exempted Limited Partnership Agreement is made on June 9, 2022

**Between:**

- (1) **Pacific Road Capital Management GP II Limited**, an exempted company incorporated under the laws of the Cayman Islands and having its registered office at the offices of c/o Intertrust Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands (the **General Partner**);
- (2) **Pacific Road Resources Fund II L.P.**, a limited partnership registered under the laws of England and Wales and having its registered office at c/o Intertrust Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands (the **Limited Partner**); and
- (3) **Mourant Nominees (Cayman) Limited**, an ordinary resident company incorporated under the laws of the Cayman Islands and having its registered office at the offices of Mourant Governance Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, Cayman Islands (the **Initial Limited Partner**).

**Whereas:**

- (1) The General Partner and the Initial Limited Partner formed PRRF II Investment Holdings LP (the **Partnership**) as a limited partnership pursuant to an Initial Limited Partnership Agreement, dated 25 May 2022 (the **Initial LPA**) and registered the Partnership as an exempted limited partnership in the Cayman Islands by filing of a statement pursuant to section 9 of the Exempted Limited Partnerships (as amended) of the Cayman Islands (the **ELP Act**) with the Registrar of Exempted Limited Partnerships of the Cayman Islands.
- (2) The parties hereto wish to effect the following: (a) the amendment and restatement of the Initial LPA; (b) the continuance of the Partnership on the terms set forth herein; and (c) the withdrawal of the Initial Limited Partner upon the admission of the Limited Partner as a limited partner of the Partnership.

**It is agreed:**

**1. Amendment and Restatement of Initial LPA**

The Initial LPA is hereby amended and restated in its entirety on the terms of this Agreement and the Partnership is hereby continued on the terms set forth herein.

**2. Name**

The name of the Partnership is "PRRF II Investment Holdings LP".

### **3. Purpose**

The Partnership's business is to conduct any lawful activity under the ELP Act.

### **4. Registered Office**

The Partnership's registered office is at the offices of Mourant Governance Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, Cayman Islands.

### **5. Partners**

5.1 The names and addresses of the General Partner and the Limited Partner are as described above.

5.2 Upon execution of this Agreement: (a) the Limited Partner shall be deemed admitted to the Partnership as a limited partner of the Partnership; and (b) the Initial Limited Partner shall (i) receive a return of any capital contribution it has made to the Partnership, (ii) withdraw as a limited partner of the Partnership, and (iii) have no further right, interest or obligation of any kind whatsoever as a partner in the Partnership.

### **6. Powers and Liability**

6.1 The General Partner shall exclusively undertake the business of the Partnership, which the Limited Partner is prohibited from undertaking save to the extent permitted by the ELP Act.

6.2 The Limited Partner's liability for the Partnership's debts and obligations shall be limited to its capital contribution and all profits and income thereon, whether or not previously paid to it. Save to that extent, the General Partner shall be liable for the Partnership's debts and obligations.

### **7. Term**

The Partnership's term commenced on the date that it was registered as an exempted limited partnership under section 9 of the ELP Act and shall continue until wound up and dissolved in accordance with the ELP Act.

### **8. Fiscal Year**

The fiscal year of the Partnership shall end on 31 December in each year or on such other date as the General Partner, in its sole discretion, may determine from time to time.

### **9. Capital Contributions**

9.1 Pursuant to the Initial LPA, the General Partner and the Initial Limited Partner each agreed to each contribute US\$1.00 as a capital contribution to the Partnership. The Initial Limited Partner will be entitled to the return to it of its capital contribution in accordance with Section 5.2 above.

9.2 The capital commitment of the Limited Partner is as set forth on the Limited Partner's signature page hereto. The Limited Partner shall make capital contributions to the Partnership upon notice (a **Drawdown Notice**) from the General Partner in such amounts and at such times as the General Partner shall deem appropriate, as specified in each Drawdown Notice, provided that, except as may be required under the ELP Act, the Limited Partner shall not be required to make any capital contribution to the Partnership in excess of the Limited Partner's remaining capital commitment at the time of such capital contribution.

**10. Allocations of Profits and Losses**

The profits and losses of the Partnership shall be shared by the partners in the proportions in which they have contributed capital to the Partnership.

**11. Assignments**

No interest in the Partnership shall be assigned, nor shall any new partner, general or limited, be admitted unless agreed by the General Partner and the Limited Partner.

**12. Amendments**

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

**13. Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

**14. Governing Law**

This Agreement is governed by and shall be construed in accordance with the laws of the Cayman Islands.

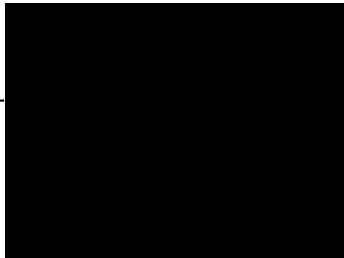
*[Signature pages follow]*

**THIS** Agreement has been entered into by the parties on the day and the year first before written.

**GENERAL PARTNER**

SIGNED for and on behalf of  
**Pacific Road Capital Management GP II Limited**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



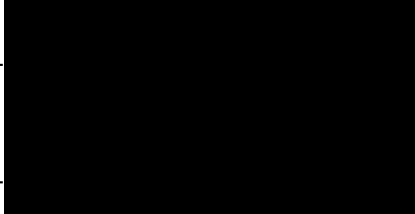
**LIMITED PARTNER**

SIGNED for and on behalf of

**Pacific Road Resources Fund II L.P.**

by its general partner, **Pacific Road Capital Management GP II Limited**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Limited Partner's capital commitment (for the purposes of Section 9.2 of this Agreement):**

As agreed between the Limited Partner and the General Partner from time to time.

**INITIAL LIMITED PARTNER**

SIGNED for and on behalf of

**Mourant Nominees (Cayman) Limited**

(solely to withdraw from the Partnership pursuant to Section 5.2 of this Agreement)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

