AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

STELLAR ALPHA FUND LP

A Delaware Limited Partnership

Dated as of January 15, 2025

RECITALS

WHEREAS, Stellar Alpha Fund LP (the "Partnership") was formed as a limited partnership under the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101, et seq., as amended from time to time (the "Act"), pursuant to the filing of a Certificate of Limited Partnership with the Secretary of State of the State of Delaware on December 1, 2024;

WHEREAS, the General Partner and the Limited Partners (each as defined herein) desire to enter into this Amended and Restated Limited Partnership Agreement (this "Agreement") to set forth their respective rights, obligations, and duties with respect to the Partnership and to supersede and replace in its entirety any prior partnership agreement;

WHEREAS, the Partnership has been organized for the purpose of investing substantially all of its assets through a "master-feeder" structure in Stellar Alpha Master Fund LP, an exempted limited partnership organized under the laws of the Cayman Islands (the "Master Fund");

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

"Accountants" means Ernst & Young LLP, or such other firm of independent certified public accountants of recognized national standing as may be selected by the General Partner from time to time.

"Act" has the meaning set forth in the Recitals.

"Administrator" means such entity as the General Partner may engage from time to time to provide administrative, accounting, and investor services to the Partnership.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" means this Amended and Restated Limited Partnership Agreement, as it may be amended, modified, or supplemented from time to time.

"Business Day" means any day that is not a Saturday, Sunday, or legal holiday in New York, New York, or any other day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

"Capital Account" means, with respect to any Partner, the capital account maintained for such Partner in accordance with Section 4.1 hereof and Treasury Regulations Section 1.704-1(b)(2)(iv).

"Capital Contribution" means, with respect to any Partner, the aggregate amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership by such Partner.

"Cause" means, with respect to any Person: (i) such Person's conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude, fraud, or dishonesty; (ii) such Person's willful misconduct or gross negligence in connection with the performance of services to the Partnership; (iii) such Person's material breach of this Agreement or any other agreement with the Partnership; (iv) such Person's violation of federal or state securities laws; or (v) any act or omission by such Person that results in material reputational harm to the Partnership or the General Partner.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Confidential Information" means all information concerning the Partnership, the General Partner, the Investment Manager, and their respective Affiliates, including

without limitation: (i) the terms of this Agreement; (ii) the identity of Limited Partners; (iii) investment strategies, positions, and performance; (iv) all proprietary trading models and systems; and (v) all other non-public information relating to the business and affairs of the Partnership.

ARTICLE II

ORGANIZATIONAL MATTERS

Section 2.1 Formation

The Partnership has been formed as a limited partnership pursuant to the provisions of the Act. The rights, duties, and liabilities of the Partners shall be as provided in the Act, except as otherwise expressly provided in this Agreement.

Section 2.2 Name

The name of the Partnership is "Stellar Alpha Fund LP" or such other name as the General Partner may determine from time to time. The General Partner shall file any fictitious name certificates and similar filings as required by applicable law.

Section 2.3 Principal Office; Registered Agent

The principal office of the Partnership shall be located at 450 Park Avenue, Suite 2100, New York, NY 10022, or such other location as the General Partner may designate from time to time upon written notice to the Limited Partners. The Partnership's registered agent in the State of Delaware shall be Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

Section 2.4 Term

The Partnership shall continue in existence until December 31, 2035, unless earlier dissolved in accordance with the provisions of Article XI hereof or extended by the General Partner with the consent of Limited Partners holding a Majority Interest.

Section 2.5 Purpose

The purpose of the Partnership is to: (i) invest substantially all of its assets in the Master Fund; (ii) engage in any activities related or incidental thereto; and (iii) engage in any other lawful activities in which a limited partnership organized under the Act may engage. The Partnership shall have all powers necessary, suitable, or convenient for the accomplishment of its purposes.

ARTICLE III

PARTNERS; CAPITAL CONTRIBUTIONS

Section 3.1 General Partner

Stellar GP LLC, a Delaware limited liability company, shall serve as the sole general partner of the Partnership (the "General Partner"). The General Partner shall have unlimited liability for the debts, obligations, and liabilities of the Partnership to the extent provided by applicable law.

Section 3.2 Limited Partners

Each Person who executes a Subscription Agreement in the form prescribed by the General Partner and whose subscription is accepted by the General Partner shall be admitted as a limited partner of the Partnership (each, a "Limited Partner" and collectively, the "Limited Partners"). The liability of each Limited Partner shall be limited to the amount of such Limited Partner's Capital Contribution, except as otherwise provided by applicable law.

Section 3.3 Classes of Interests

The Partnership may issue multiple classes of limited partnership interests having different rights, powers, and preferences as determined by the General Partner, including without limitation:

(a) **Class A Interests**: Subject to a 2.00% annual Management Fee and 20% Performance Allocation (b) **Class B Interests**: Subject to a 1.50% annual Management Fee and 15% Performance Allocation
(c) **Class I Interests**: Subject to a 1.00% annual Management Fee and 10% Performance Allocation

Section 3.4 Capital Contributions

(a) Each Partner shall make Capital Contributions to the Partnership in accordance with such Partner's Subscription Agreement.

(b) The General Partner shall maintain Capital Contributions equal to the greater of: (i) $5,000,000 or (ii) 2% of the aggregate Capital Contributions of all Partners.

(c) No Partner shall be required to make any additional Capital Contributions beyond those specified in such Partner's Subscription Agreement, except as otherwise provided in Section 3.5.

Section 3.5 Default on Capital Contributions

If any Partner fails to make a required Capital Contribution when due, the General Partner may, in its sole discretion: (i) charge interest on the unpaid amount at the lesser of 18% per annum or the maximum rate permitted by law; (ii) reduce such Partner's interest in the Partnership; (iii) force the sale of such Partner's interest; or (iv) exercise any other remedies available at law or in equity.

ARTICLE IV

CAPITAL ACCOUNTS; ALLOCATIONS

Section 4.1 Capital Accounts

A separate Capital Account shall be maintained for each Partner in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). Each Partner's Capital Account shall be:

(a) Increased by: (i) the amount of money contributed by such Partner; (ii) the Gross Asset Value of property contributed by such Partner; and (iii) allocations to such Partner of Partnership income and gain;

(b) Decreased by: (i) the amount of money distributed to such Partner; (ii) the Gross Asset Value of property distributed to such Partner; (iii) allocations to such Partner of Partnership loss and deduction; and (iv) liabilities of such Partner assumed by the Partnership.

Section 4.2 Allocations of Profit and Loss

Except as otherwise provided in this Agreement, all items of income, gain, loss, deduction, and credit of the Partnership shall be allocated among the Partners in accordance with their respective Percentage Interests.

Section 4.3 Performance Allocation

As of the last day of each Fiscal Year (and upon the redemption of any Interest), there shall be allocated to the General Partner an amount equal to the applicable Performance Allocation percentage of any Net New Profits in each Limited Partner's Capital Account, subject to the High Water Mark provisions set forth in Section 4.4.

Section 4.4 High Water Mark

No Performance Allocation shall be made with respect to any Limited Partner's Capital Account until the balance of such Capital Account, after giving effect to all allocations for the current period but before giving effect to the Performance Allocation, exceeds the highest previous balance of such Capital Account as of the end of any prior Fiscal Year (adjusted for subsequent Capital Contributions and distributions).

Section 4.5 Tax Allocations

All items of income, gain, loss, deduction, and credit shall be allocated for federal, state, and local income tax purposes in accordance with the allocations set forth in this Article IV, except as otherwise required by Code Section 704(c) and the Treasury Regulations thereunder.

ARTICLE V

MANAGEMENT FEES

Section 5.1 Management Fee

The Partnership shall pay to the Investment Manager a management fee (the "Management Fee") calculated as follows:

(a) **Class A Interests**: 2.00% per annum of the Net Asset Value of Class A Capital Accounts (b) **Class B Interests**: 1.50% per annum of the Net Asset Value of Class B Capital Accounts (c) **Class I Interests**: 1.00% per annum of the Net Asset Value of Class I Capital Accounts

Section 5.2 Payment of Management Fee

The Management Fee shall be calculated monthly as of the last Business Day of each month and shall be payable quarterly in advance on the first Business Day of each calendar quarter. The Management Fee shall be prorated for any partial period.

Section 5.3 Fee Reductions

The General Partner may, in its sole discretion, reduce or waive the Management Fee for any Limited Partner, including pursuant to any side letter agreement.

ARTICLE VI

DISTRIBUTIONS

Section 6.1 Distributions

Distributions shall be made to the Partners at such times and in such amounts as the General Partner may determine in its sole discretion, in accordance with the Partners' respective Percentage Interests.

Section 6.2 Redemption Distributions

Subject to Article VII, distributions in connection with redemptions shall be made in accordance with the procedures set forth in Article VII.

Section 6.3 Withholding

The General Partner may withhold from distributions to any Partner any amounts required to be withheld pursuant to applicable federal, state, local, or foreign tax laws.

Section 6.4 Distributions in Kind

The General Partner may, in its sole discretion, cause the Partnership to make distributions in kind of securities or other property. Any such distributions shall be made pro rata to all Partners entitled to participate in such distribution.

ARTICLE VII

REDEMPTIONS

Section 7.1 Initial Lock-Up Period

No Limited Partner may redeem any Interest during the twelve (12) month period following such Limited Partner's initial Capital Contribution (the "Initial Lock-Up Period").

Section 7.2 Redemption Rights

Following the expiration of the Initial Lock-Up Period, a Limited Partner may redeem all or any portion of such Limited Partner's Interest as of the last Business Day of any calendar quarter (a "Redemption Date") by providing written notice to the Administrator not less than ninety (90) calendar days prior to such Redemption Date.

Section 7.3 Redemption Gates

Redemptions by any Limited Partner shall be limited to twenty-five percent (25%) of such Limited Partner's Capital Account balance as of the applicable Redemption

Date (the "Investor-Level Gate"). The General Partner may, in its sole discretion, waive or modify the Investor-Level Gate.

Section 7.4 Suspension of Redemptions

The General Partner may suspend or limit the redemption rights of Limited Partners if it determines in good faith that such suspension or limitation is in the best interests of the Partnership, including without limitation during periods of market distress, lack of liquidity, or other extraordinary circumstances.

Section 7.5 Redemption Price

The redemption price shall be equal to the Net Asset Value per Interest as of the applicable Redemption Date, less any applicable fees, expenses, and reserves.

Section 7.6 Payment of Redemption Proceeds

(a) Ninety percent (90%) of redemption proceeds shall be paid within thirty (30) Business Days following the applicable Redemption Date.

(b) Ten percent (10%) of redemption proceeds shall be retained as a reserve and paid following completion of the annual audit of the Partnership's financial statements.

Section 7.7 Compulsory Redemption

The General Partner may, in its sole discretion, require any Limited Partner to redeem all or any portion of such Limited Partner's Interest upon not less than thirty (30) days' written notice.

Section 7.8 Early Redemption Penalties

If a Limited Partner redeems any Interest within twenty-four (24) months of the date of the Capital Contribution related to such Interest, such Limited Partner shall pay an early redemption penalty equal to five percent (5%) of the redemption proceeds, which amount shall be retained by the Partnership for the benefit of the remaining Partners.

ARTICLE VIII

BOOKS AND RECORDS; REPORTS

Section 8.1 Books and Records

The General Partner shall maintain complete and accurate books and records of the Partnership at the Partnership's principal office. Such books and records shall be maintained in accordance with U.S. generally accepted accounting principles ("GAAP").

Section 8.2 Financial Statements

(a) **Monthly Reports**: The General Partner shall provide to each Limited Partner an unaudited estimate of such Limited Partner's Capital Account within fifteen (15) days after the end of each calendar month.

(b) **Quarterly Reports**: The General Partner shall provide to each Limited Partner unaudited financial statements within forty-five (45) days after the end of each calendar quarter.

(c) **Annual Reports**: The General Partner shall provide to each Limited Partner audited financial statements within one hundred twenty (120) days after the end of each Fiscal Year.

Section 8.3 Tax Information

The General Partner shall provide to each Partner a Schedule K-1 within ninety (90) days after the end of each Fiscal Year, or such later date as may be required due to the receipt of information from the Master Fund or portfolio investments.

Section 8.4 Confidentiality

Each Limited Partner agrees to maintain the confidentiality of all Confidential Information and not to disclose such information to any third party without the prior written consent of the General Partner, except as required by law or legal process.

ARTICLE IX

MANAGEMENT AND OPERATIONS

Section 9.1 Management by General Partner

The General Partner shall have full, exclusive, and complete discretion, power, and authority to manage, control, administer, and operate the business and affairs of the Partnership, subject only to the express limitations set forth in this Agreement.

Section 9.2 Investment Manager

The General Partner has appointed Stellar Capital Management LLC as the investment manager of the Partnership (the "Investment Manager") pursuant to an Investment Management Agreement. The Investment Manager shall have discretionary authority to make investment decisions on behalf of the Partnership, subject to the supervision of the General Partner.

Section 9.3 Key Person Provisions

(a) **Key Persons**: John Sterling and Sarah Mitchell (the "Key Persons") shall devote substantially all of their business time and attention to the affairs of the Partnership and its Affiliates.

(b) **Key Person Event**: A "Key Person Event" shall occur if both Key Persons cease to devote the required time and attention to the Partnership's affairs or are removed for Cause.

(c) **Consequences**: Upon a Key Person Event: (i) the Partnership shall suspend making new investments; (ii) Limited Partners may redeem without penalty at the next Redemption Date; and (iii) the Initial Lock-Up Period and redemption gates shall be waived.

Section 9.4 Conflicts of Interest

The General Partner and the Investment Manager may engage in other business activities and may provide services to other investment vehicles and accounts. The Partnership acknowledges and agrees that conflicts of interest may arise and consents to such activities subject to the General Partner's fiduciary duties.

ARTICLE X

INDEMNIFICATION

Section 10.1 Indemnification of Covered Persons

The Partnership shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless each Covered Person from and against any and all losses, claims, damages, liabilities, costs, and expenses (including legal fees and expenses) arising out of or in connection with any matter relating to the Partnership or its affairs.

Section 10.2 Exceptions to Indemnification

Notwithstanding Section 10.1, no Covered Person shall be entitled to indemnification for any loss, claim, damage, liability, cost, or expense arising out of: (i) such Person's

gross negligence, willful misconduct, bad faith, or fraud; (ii) such Person's material breach of this Agreement; or (iii) such Person's violation of applicable securities laws.

Section 10.3 Advancement of Expenses

The Partnership shall advance attorneys' fees and other costs and expenses incurred by a Covered Person in connection with any proceeding, provided that such Person agrees to repay such amounts if it is ultimately determined that such Person is not entitled to indemnification.

ARTICLE XI

DISSOLUTION AND LIQUIDATION

Section 11.1 Events of Dissolution

The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) The expiration of the Partnership's term as set forth in Section 2.4; (b) The written consent of the General Partner and Limited Partners holding at least seventy-five percent (75%) of the Percentage Interests; (c) The withdrawal, removal, bankruptcy, or dissolution of the General Partner, unless a successor is appointed within ninety (90) days; (d) Any other event requiring dissolution under the Act.

Section 11.2 Liquidation

Upon dissolution, the General Partner (or a liquidator appointed by Limited Partners holding a Majority Interest) shall wind up the Partnership's affairs and liquidate its assets. The proceeds of liquidation shall be distributed in the following order of priority:

(a) To creditors of the Partnership; (b) To establish reserves for contingent liabilities; (c) To Partners in accordance with their Capital Account balances.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Amendments

This Agreement may be amended only with the written consent of the General Partner and Limited Partners holding at least two-thirds of the Percentage Interests; provided,

however, that no amendment may: (i) modify the limited liability of any Limited Partner; (ii) adversely affect any Limited Partner's economic interests without such Partner's consent; or (iii) modify this Section 12.1 without unanimous consent.

Section 12.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

Section 12.3 Arbitration

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New York, New York before a panel of three arbitrators.

Section 12.4 Entire Agreement

This Agreement, together with the Subscription Agreements and any side letters, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GENERAL PARTNER:

STELLAR GP LLC

By: _____ Name: John Sterling Title: Managing Member

LIMITED PARTNERS:

[Signature pages to follow]