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OMB No. 1124-0006; Expires October 31, 2026

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Jennifer Park

2. Registration Number
7335

3. Primary Address of Registrant
235 East 44th Street, New York, NY 10017

4. Name of Foreign Principal
Alterra Management Limited

5. Address of Foreign Principal
Al Maryah Tower, Level 6, ADGM, Al Maryah Island
Abu Dhabi
UNITED ARAB EMIRATES

6. Country/Region Represented
UNITED ARAB EMIRATES

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Alterra is a climate-focused investment fund.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Financed: Alterra is a climate-focused investment fund partially funded by the UAE.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Alterra Management was established by Lunate, a UAE global alternative investment manager.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
10/31/2024	Jennifer Park	Sign	/s/Jennifer Park
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
10/31/24	Jennifer Park	

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Jennifer Park	7335

3. Name of Foreign Principal

Alterra Management Limited

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 05/01/2024

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

I will perform work according to the scope of responsibilities delineated in the agreement with Alterra.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

To support Alterra's engagements as needed in meetings with US Government officials with regards to the fund's progress and explain the structure and goals of Alterra; help with Alterra's participation at climate-related events to explain the structure and overarching objectives of Alterra as well as overall progress of the fund.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
10/31/2024	Jennifer Park	Sign	/s/Jennifer Park
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
10/31/24	Jennifer Park	

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Appendix
Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide senior-level counsel on non-investment policy initiatives and projects that align with Alterra's mission and corporate strategy.

Develop and suggest strategies, policies, and initiatives for senior management's consideration related to impact management and sustainability for Alterra, with a strict focus on non-investment activities and provide counsel in the execution of strategies, policies, and initiatives approved and adopted by Alterra.

Support Alterra's public policy and climate action workstreams by attending relevant forums and participating in collaborations related to impact management and sustainability and reporting on the sector information obtained from such activities.

Provide senior-level counsel on non-investment operations to advise on alignment of operational activities with the organization's overarching goals and values.

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ALTERRA MANAGEMENT LIMITED

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (this "Agreement") is made effective as of **01 May 2024** (the "Effective Date"), unless specified otherwise in this Agreement, by and between Alterra Management Limited, an Abu Dhabi Global Market company (the "Company") and **Jennifer Park**, an individual ("Consultant"), for the purpose of setting forth the terms and conditions by which the Company will engage the Consultant to perform services for the Company on a temporary basis (such services, the "Services"). The Company and Consultant may be referred to herein individually as "Party" or collectively as "Parties."

1. Work and Payment.

1.1 Project Assignment. Consultant hereby agrees to devote best efforts to perform Services for the Company as may be reasonably requested from time to time by the Company. The Services will be described in one or more project assignments attached to this Agreement as Exhibit A (each, a "Project Assignment"). Each Project Assignment will be subject to the terms and conditions of this Agreement.

1.2 Services. Unless otherwise specified in the applicable Project Assignment, the manner and means by which Consultant chooses to complete projects are in Consultant's sole discretion and control. In performing the Services and completing the projects, Consultant will use Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise specified in the applicable Project Assignment. Consultant acknowledges that time is of the essence in performing the Services. Consultant may not subcontract or otherwise delegate Consultant's obligations under this Agreement without the Company's prior written consent, and in the event the Company gives such consent, Consultant will remain fully liable to the Company for the performance of all permitted assignees, including their respective employees, independent contractors, agents or representatives of Consultant (each, an "Authorized Representative"). Consultant will perform Services, and provide the results thereof, with the highest degree of professional skill and expertise.

1.3 Compensation and Invoicing.

(a) In consideration of Consultant's performing the Services, the Company will pay Consultant as set forth in the Project Assignment.

(b) Consultant will submit invoices for completed Services to the Company's address set forth at the end of this Agreement (or such other address, electronic mail or facsimile information as the Company may specify in writing from time to time), in a form satisfactory to the Company. Invoices must be submitted within 30 days of completion of Services covered by such invoice.

(c) The Company will pay undisputed invoices within 30 days after the Company's receipt of an acceptable invoice from Consultant.

1.4 Expenses. The Company will reimburse Consultant for reasonable expenses incurred in the performance of the Services to the extent such expenses are set forth in a Project Assignment, or have been approved in advance and in writing by the Company. Consultant must provide

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copies of receipts for any single expense incurred. Consultant has up to 30 days to provide the Company with original receipts and other supporting documentation for expenses; otherwise, the Company is not obligated to reimburse such expenses. Approved expenses will be reimbursed within 30 days of the Company's receipt of invoices with supporting receipts.

2. Confidential Information.

2.1 Definition. During the term of this Agreement and in the course of Consultant's performance hereunder, Consultant may receive and otherwise be exposed directly or indirectly, to technical and non-technical confidential information of the Company and the Company's controlled or controlling affiliates or affiliates under common control (the "Company Group"), including without limitation, information relating to the Company's and/or the Company Group's business, strategies, plans, designs, products, services and technologies and any derivatives, improvements and enhancements related to any of the foregoing, or to the Company's or the Company Group's managed funds, clients, limited partners, investments, portfolio companies, service providers, suppliers, customers or partners (collectively "Confidential Information"), whether in graphic, written, electronic or oral form. Confidential Information may be labeled or identified at the time of disclosure as confidential or proprietary, or equivalent, but Confidential Information also includes information which by its context would reasonably be deemed to be confidential and proprietary. "Confidential Information" may also include, without limitation, unpublished patent applications and other intellectual property filings, ideas, Work Product (as defined below), techniques, works of authorship, models, inventions, compounds, compositions, know-how, processes, algorithms, software programs, software source documents, formulae, information and trade secrets as well as financial information (including sales costs, profits, pricing methods), research data, clinical data, bills of material, customer, prospect and supplier lists, investors, employees, business and contractual relationships (including with third parties), business forecasts, sales and merchandising data, and business and marketing plans and any derivatives, improvements and enhancements related to any of the above. Information the Company provides regarding third parties as to which the Company has an obligation of confidentiality also constitutes "Confidential Information."

2.2 Restrictions on Use and Disclosure. Consultant acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and extremely valuable property of the Company. Accordingly, Consultant agrees not to use or reproduce the Confidential Information except as reasonably necessary in the performance of this Agreement, and not to disclose, lecture upon or publish all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, without the prior written consent of the Company. Without limiting the foregoing, Consultant shall permit access to the Confidential Information only to those Authorized Representatives having a need to know such information and who have signed, prior to the disclosure of Confidential Information to such Authorized Representative, confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Consultant shall be responsible for the breach of this Agreement by its Authorized Representatives as if such breach were by Consultant itself. Consultant shall take, at its own expense, all reasonable steps to keep the Confidential Information strictly confidential and to prevent its Authorized Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Consultant agrees to institute measures to protect the Confidential Information in a manner consistent with the measures it uses to protect its own most sensitive proprietary and confidential

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information, which shall not be less than a reasonable standard of care. Consultant shall immediately notify the Company upon discovery of any actual or suspected loss or unauthorized disclosure of the Confidential Information and shall take all reasonable steps requested by the Company to prevent, control or remedy any such loss or disclosure. Upon expiration or any termination of this Agreement, Consultant agrees to cease using and to return to the Company, or at the Company's sole option, destroy, all whole and partial copies and derivatives of the Confidential Information, whether in Consultant's possession or under Consultant's direct or indirect control.

2.3 Inside Information. Consultant acknowledges that some or all of the Confidential Information is or may be price-sensitive and/or material non-public information and that the use of such information may be regulated or prohibited by applicable law and regulation, including securities law relating to insider dealing and market abuse, and Consultant undertakes not to use any Confidential Information for any unlawful purpose or in a manner that may be reasonably expected to have an adverse effect on the Company's business or good will of those of the Company's affiliates.

2.4 Third-Party Information. Consultant will not disclose or otherwise make available to the Company in any manner any confidential information received by Consultant under obligations of confidentiality from a third party.

2.5 Exceptions; Compelled Disclosure. The obligations of confidentiality set forth in Section 2.2 will not apply to information the Consultant can establish by competent proof: (i) was generally available to the public or otherwise part of the public domain at the time of disclosure; (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of Consultant; (iii) was already known to Consultant, without confidentiality restrictions, at the time of disclosure, as shown by Consultant's files and records immediately prior to the time of disclosure; (iv) was disclosed to Consultant, without confidentiality restrictions, by a third party who had no obligation not to disclose such information to others; or (v) was developed independently by Consultant without any use of or reference to the Confidential Information, as shown by Consultant's files and records immediately prior to the time of disclosure. In the event a court or governmental agency legally compels Consultant to disclose Confidential Information, (i) Consultant will provide reasonable prior written notice of such required disclosure to the Company; (ii) Consultant will take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure; and (iii) Consultant will cooperate with the reasonable requests of the Company in relation to any compelled disclosure of the Company's Confidential Information to the extent permitted under law.

2.6 Defend Trade Secrets Act Notice of Immunity Rights. Consultant acknowledges that the Company has provided Consultant notice of Consultant's immunity rights under the Defend Trade Secrets Act, which states: "(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order."

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3. Noninterference with Business.

3.1 Consultant agrees that during any period of engagement with the Company, Consultant will not, without the Company's express written consent, either directly or indirectly engage in any employment or business activity that is competitive with, or would otherwise conflict with the Services rendered to, or that would otherwise interfere with the business of the Company or the Company Group. Consultant agrees that during any period of engagement with the Company, and for one year thereafter, Consultant will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of the Company to terminate his, her or its relationship with the Company in order to become an employee, consultant, or independent contractor to or for any other person or entity. The term "Business" means any business or part thereof that develops, markets, licenses, sells or provides any product or service relating to investment fund management or investment advisory activity that competes with any product or service developed, marketed, licensed, sold or provided, or planned to be developed, marketed, licensed, sold or provided, by the Company, in each case at any time during Consultant's engagement with the Company.

3.2 Consultant agrees that the Services do not include the provision of, and the Consultant will not directly or indirectly engage in, (i) any financial or investment advisory, arranging or managing activities for or on behalf of the Company or any member of the Company Group, (ii) activities to promote, market, or sell any funds or partnerships, or any securities or interests therein, managed or advised by the Company or the Company Group, or (iii) meeting with actual or potential clients, investors, or partners in relation to any of the forgoing activities.

4. Ownership; Licenses.

4.1 Work Product; Assignment. Consultant agrees that the Company will be the sole and exclusive owner of all right, title and interest in and to all ideas, inventions, works of authorship, work product, materials, and other deliverables conceived, made, developed, reduced to practice, or worked on by Consultant, alone or in conjunction with others (i) in the course of providing services for the Company prior to the date of this Agreement, (ii) in the course of providing the Services for the Company following the execution of this Agreement, and (iii) after the term of the Agreement if resulting or directly derived from Confidential Information, and all patent, copyright, trademark, trade secret and other intellectual property rights therein, whether now known or hereafter recognized in any jurisdiction (collectively, "Work Product"). Consultant hereby assigns to the Company all of Consultant's right, title and interest in and to the Work Product. Consultant hereby waives any applicable moral rights in the Work Product. Consultant will promptly disclose to the Company any and all Work Product. Consultant agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings or in any other form that may be required by the Company) of all Work Product and results thereof and such records will be available to and remain the sole property of the Company at all times.

4.2 Assistance. Consultant will execute all papers, including patent applications, invention assignments and copyright assignments, and otherwise agrees to assist the Company as reasonably required at the Company's reasonable expense to perfect in the Company the right, title and other interest in Work Product expressly granted to the Company under this Agreement. If the Company is unable for any reason, after reasonable effort, to secure Consultant's signature (or the signature of Consultant's authorized representative(s), if applicable) on any document needed in connection with the actions specified above, Consultant hereby irrevocably designates and appoints the Company as

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Consultant's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and, on Consultant's behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Consultant.

4.3 Background IP License. Consultant hereby grants to the Company a non-exclusive, royalty-free, fully paid perpetual, irrevocable, worldwide right and license, with right of sublicense, under and to Consultant's Background IP (as defined below) for the purpose of developing, marketing, selling and supporting products and services of the Company or its affiliates or subsidiaries, either directly or through multiple tiers of distribution, but not for the purpose of licensing Background IP separately from products and services of the Company or its affiliates or subsidiaries. For purposes of this Agreement, "Background IP" means any and all technology and intellectual property rights that do not constitute Work Product and that are owned by Consultant or are licensed by a third party to Consultant with a right to sublicense, and which exist prior to the date of this Agreement or which are developed independently by Consultant outside of the Services but are used in provision of the Services or are applicable to the Work Product. To the extent practicable, Consultant agrees to specifically describe and identify in each Project Assignment any material Background IP applicable to the project that Consultant intends to use to perform the applicable Services.

5. Representations and Warranties.

5.1 Consultant represents and warrants that:

(a) The Work Product will be free and clear of all liens, claims, encumbrances or demands of third parties, including any claims by any such third parties of any right, title or interest in or to the Work Product. Consultant further represents and warrants that, if applicable, each Authorized Representative performing Services under this Agreement on behalf of Consultant has executed an agreement with Consultant whereby all right, title and interest in and to Consultant's Background IP and Work Product created by such individual has been effectively assigned to Consultant, and which include further assurance provisions equivalent to those set forth in Section 4.2.

(b) (i) The Services, the Work Product, and the Background IP licensed under this Agreement comply with all applicable United States and foreign laws and regulations, and that all Work Product will conform to the specifications agreed by the Parties for such Work Product; and (ii) Consultant will not to export, reexport or retransfer, directly or indirectly, any information acquired from the Company or any products or software using or containing such information to any countries, individuals, or entities outside the United States if such export would be in violation of United States laws or regulations.

(c) (i) The Work Product and the use of Work Product in the products and services of the Company do not and will not infringe or misappropriate the intellectual property rights of any third party; (ii) Consultant has all necessary rights to license the Background IP, and to assign all Work Product to the Company; and (iii) Consultant's engagement by the Company pursuant to this Agreement does not and will not breach any agreement with any third party (including any former employer or client), and that Consultant has not entered into and will not enter into any agreement, either written or oral, in conflict with Consultant's obligations under this Agreement.

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(d) Consultant will not, and its Authorized Representatives, if applicable, will not, engage in activities to promote, market, or sell any funds or partnerships, or any securities or interests therein, managed or advised by the Company or the Company Group, and any such activity will be material breach of this agreement.

5.2 Breach of Warranty. In the event of a breach or threatened breach of the warranty set forth in Section 5.1(c), and in addition to any other remedies to which the Company may be entitled under this Agreement or by operation of law, Consultant will, at no additional cost to the Company, replace or modify the Work Product including any Background IP incorporated therein with a functionally equivalent and conforming Work Product, obtain for the Company the right to continue to use the Work Product including any Background IP incorporated therein and, in all other respects, use Consultant's best efforts to remedy the breach.

6. Term and Termination. This Agreement will expire on the later of (i) one year after the Effective Date, or (ii) the date of completion of the last to expire Project Assignment, unless terminated earlier in accordance with this Section 6. The Company may, without prejudice to any right or remedy it may have due to any failure of Consultant to perform Consultant's obligations under this Agreement, terminate this Agreement: (i) at any time following the Consultant's breach of obligations under this Agreement, gross negligence, or willful misconduct, or (ii) for convenience on 30 days' prior written notice to the Consultant. Consultant may terminate this Agreement for convenience on 30 days' prior written notice to the Company, but only when there are no outstanding Services to be performed or Work Product to be delivered. In the event of such termination by the Company, Consultant will cease work as provided in such termination from the Company unless otherwise advised by the Company, and will notify the Company of all costs incurred up to the effective date of termination. The Company agrees to pay Consultant for all Services actually performed for work in progress and reimburse all reasonable, non-cancellable pre-approved costs and expenses incurred by Consultant in performing such Services in compliance with this Agreement, up to the date of Consultant's receipt of notice of the effective date of the Company's termination of this Agreement. Such payments will constitute full settlement of any and all claims of Consultant of every description against the Company. Sections 2-10 will survive expiration or any termination of this Agreement.

7. Independent Contractor. Consultant's relationship with the Company will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of the Company and is not authorized to make any representation, warranty, contract, or commitment on behalf of the Company. Neither Consultant nor any of its Authorized Representatives, if applicable, will be entitled to any of the benefits which the Company may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of the Services (and those of its Authorized Representatives, if applicable) and receipt of fees under this Agreement. If required by law, the Company will report amounts paid to Consultant by filing the relevant Form 1099-(e.g. NEC, if applicable) with the Internal Revenue Service, provided that the Company will not be obligated to do so unless required by law. Because Consultant is an independent contractor, the Company will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Consultant's behalf (or for any individual performing Services on behalf of Consultant, if applicable). Consultant agrees to accept

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exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant under this Agreement.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR LOST BUSINESS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnity. Consultant hereby agrees to indemnify and hold the Company and its affiliates and its and their directors, officers, employees, and agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) related to any third-party claim, suit, action or proceeding arising out of (i) the negligence, willful misconduct or material breach of any obligation, representation or warranty by Consultant in performing Services for the Company under this Agreement; (ii) a breach by Consultant of Sections 4.1 or 4.3; or (iii) an allegation that any of the Background IP, Work Product, or Services of Consultant infringe upon or misappropriate any third-party patent, copyright, trademark, trade secret or other intellectual property right of such party; provided however that the Consultant's total liability for such indemnity is limited to the amount of fees paid by the Company to the Consultant under this Agreement.

10. General.

10.1 Assignment. The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, administrators and permitted assigns. The Company may freely assign this Agreement, and Consultant expressly agrees that any intellectual property rights licensed to the Company, including any rights to Background IP, are transferable to the Company's assignee without Consultant's consent. Consultant will not assign this Agreement or Consultant's rights or obligations hereunder without the prior written consent of the Company. Any such purported assignment not in accordance with this Section 10.1 will be null and void and a material breach of this Agreement.

10.2 Legal and Equitable Remedies. Because Consultant's services are personal and unique and because Consultant may have access to and become acquainted with the Confidential Information of the Company, the Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

10.3 Additional Limitations on U.S. Activities. The Consultant shall comply with all applicable laws of the United States. The Consultant will not solicit, collect, dispense contributions, loans, money, or other things of value for or in the interests of the Company or its affiliates. The Consultant shall indemnify and hold harmless the Company from any liabilities, damages, or penalties resulting from any violation of this provision.

10.4 No Warranty. All Confidential Information is provided "AS IS," without any warranty of any kind.

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10.5 Governing Law; Jurisdiction. The rights and obligations of the Parties under this Agreement will be governed in all respects by the laws of Abu Dhabi Global Market without regard to conflict of law principles. Consultant agrees that all disputes arising hereunder will be adjudicated solely in the courts of Abu Dhabi Global Market, and Consultant hereby agrees to consent to the personal jurisdiction of such courts.

10.6 Notices. Any notices required or permitted hereunder will be given to the appropriate Party in writing and will be delivered by personal delivery, electronic mail or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, three days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses, electronic mail or facsimile information set forth at the end of this Agreement or such other address, electronic mail or facsimile information as either Party may specify in writing.

10.7 Entire Agreement. This Agreement and any Project Assignments agreed upon by the Parties constitute the Parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. In the event of any conflict between this Agreement and any Project Assignment, this Agreement will govern unless a statement in the Project Assignment expressly supersedes a term in this Agreement.

10.8 Waiver and Modification. This Agreement may not be waived, modified or amended unless mutually agreed upon in writing by both Parties.

10.9 Severability. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability will not prevent enforcement of any other provision of this Agreement.

10.10 Counterparts. This Agreement may be executed in two or more counterparts by facsimile or other reliable electronic reproduction (including, without limitation, transmission by pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), each of which will be considered an original, but all of which together will constitute one and the same instrument.

THE CONSULTANT ACKNOWLEDGES THAT CONSULTANT HAS THE RIGHT TO CONSULT WITH INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT AND HAVE HAD A REASONABLE OPPORTUNITY TO DO SO, AND THAT CONSULTANT EITHER HAS CONSULTED, OR ON CONSULTANT'S OWN VOLITION CHOSEN NOT TO CONSULT, WITH SUCH COUNSEL. CONSULTANT FURTHER ACKNOWLEDGES THAT CONSULTANT HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS WHICH IT IMPOSES UPON CONSULTANT WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO CONSULTANT TO INDUCE CONSULTANT TO SIGN THIS AGREEMENT. CONSULTANT SIGNS THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY CONSULTANT.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

ALTERRA MANAGEMENT LIMITED	**CONSULTANT**
Signed by: Majid Hassan Al Suwaidi D20283377D7C4F2...	Signed by: Jennifer Park 0858F87A317C4E5...
Signed By: Majid Hassan Al Suwaidi	Signed By: Jennifer Park
Name: Majid Hassan Al Suwaidi	Name: Jennifer Park
Title: Chief Executive Officer	Title (if applicable): Senior Advisor
Date: 20 August 2024	Date: 20 August 2024
Email: legal-hq@lunate.com with a copy to rmomani@lunate.com	Email: jenpark@gmail.com
Address: Unit 1, Level 6, Al Maryah Tower, ADGM, Al Maryah Island, Abu Dhabi, UAE.	Address: 235 East 44th Street NY NY 10017

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EXHIBIT A

Project Assignment

Work to be performed:

- Provide senior-level counsel on non-investment policy initiatives and projects that align with Alterra's mission and corporate strategy.
- Develop and suggest strategies, policies, and initiatives for senior management's consideration related to impact management and sustainability for Alterra, with a strict focus on non-investment activities and provide counsel in the execution of strategies, policies, and initiatives approved and adopted by Alterra.
- Support Alterra's public policy and climate action workstreams by attending relevant forums and participating in collaborations related to impact management and sustainability and reporting on the sector information obtained from such activities.
- Provide senior-level counsel on non-investment operations to advise on alignment of operational activities with the organization's overarching goals and values.

Payment: The Company will pay to Consultant consulting fees of **AED150,000.00 per month**, payable in arrears on the last day of each month. Payment for any partial month will be prorated.

Approved by:

ALTERRA MANAGEMENT LIMITED	**CONSULTANT**
Signed by: Majid Hassan Al Suwaidi D20283377D7C4F2...	Signed by: Jennifer Park 0858F87A317C4E5...
Signed By: Majid Hassan Al Suwaidi	Signed By: Jennifer Park
Name: Majid Hassan Al Suwaidi	Name: Jennifer Park
Title: Chief Executive Officer	Title (if applicable): Senior Advisor
Date: 20 August 2024	Date: 20 August 2024

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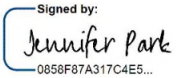
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Market Square
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rmomani@lunate.com
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rmomani@lunate.com

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Signer Events	Signature	Timestamp
Vani Kalai vkalai@lunate.com Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 92.99.26.57	Sent: 20-Aug-2024 | 16:51 Viewed: 20-Aug-2024 | 16:52 Signed: 20-Aug-2024 | 16:53
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Majid Hassan Al Suwaidi majid.s@alterra.ae Security Level: Email, Account Authentication (None)	Signed by:  D20283377D7C4F2... Signature Adoption: Pre-selected Style Using IP Address: 5.195.133.50	Sent: 20-Aug-2024 | 16:53 Resent: 21-Aug-2024 | 17:40 Viewed: 22-Aug-2024 | 12:20 Signed: 22-Aug-2024 | 12:37
Electronic Record and Signature Disclosure: Accepted: 22-Aug-2024 | 12:20 ID: 5fafa92e-7ad1-4d11-bf9d-5378c18ee3ba		
Jennifer Park jenpark@gmail.com Security Level: Email, Account Authentication (None)	Signed by:  0858F87A317C4E5... Signature Adoption: Pre-selected Style Using IP Address: 208.197.9.110	Sent: 22-Aug-2024 | 12:37 Resent: 30-Aug-2024 | 11:00 Viewed: 19-Sep-2024 | 00:20 Signed: 22-Oct-2024 | 05:28
Electronic Record and Signature Disclosure: Accepted: 22-Oct-2024 | 05:27 ID: 5c99eab2-6ac9-48a8-a62a-bed852697c3f		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

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Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	20-Aug-2024 | 16:51
Certified Delivered	Security Checked	19-Sep-2024 | 00:20
Signing Complete	Security Checked	22-Oct-2024 | 05:28
Completed	Security Checked	22-Oct-2024 | 05:28
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Aptec Distribution OBO Seven Seas OBO LUNATE CAPITAL LIMITED (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Aptec Distribution OBO Seven Seas OBO LUNATE CAPITAL LIMITED:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: rbond@lunate.com

To advise Aptec Distribution OBO Seven Seas OBO LUNATE CAPITAL LIMITED of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rbond@lunate.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Aptec Distribution OBO Seven Seas OBO LUNATE CAPITAL LIMITED

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rbond@lunate.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Aptec Distribution OBO Seven Seas OBO LUNATE CAPITAL LIMITED

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to rbond@lunate.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Aptec Distribution OBO Seven Seas OBO LUNATE CAPITAL LIMITED as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Aptec Distribution OBO Seven Seas OBO LUNATE CAPITAL LIMITED during the course of your relationship with Aptec Distribution OBO Seven Seas OBO LUNATE CAPITAL LIMITED.