

**AMENDMENT NO. 1 TO THE
AGREEMENT OF LIMITED PARTNERSHIP
OF GUARDIAN SMART INFRASTRUCTURE PARTNERS-A LP**

THIS AMENDMENT NO. 1 TO THE AGREEMENT OF LIMITED PARTNERSHIP OF GUARDIAN SMART INFRASTRUCTURE PARTNERS-A LP (this “Amendment”) is dated as of March 27, 2026 and amends that certain Agreement of Limited Partnership of Guardian Smart Infrastructure Partners-A LP, a Delaware limited partnership, dated as of October 24, 2023 (as may be amended, restated, waived or otherwise modified from time to time (the “Partnership Agreement”). Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Partnership Agreement.

WHEREAS, Guardian Smart Infrastructure Partners GP LP, a Delaware limited partnership (the “General Partner”), and the Limited Partners that have consented hereto desire to amend the Partnership Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual agreements and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

Amendment to the Partnership Agreement. The Partnership Agreement is hereby amended as follows:

1. Definitions. The below listed definitions of Section 2.1 of the Partnership Agreement are hereby amended and replaced in their entirety (with deleted text shown as ~~stricken~~ and new text shown as **bold and underscored**):

“Approved Executive Officer” means ~~each of Rob Mah and Christopher Lee~~ and any other executive officer, manager or principal of the General Partner, the Management Company, the Ultimate General Partner or any of their respective affiliates who has been selected by the General Partner as an Approved Executive Officer and approved by the Advisory Board or Limited Partners and Parallel Fund Limited Partners holding, in the aggregate, a majority of the Aggregate Commitments (in each case, only for so long as such Person continues to be an executive officer, manager or principal of the General Partner, the Management Company or the Ultimate General Partner or any of their respective affiliates).

“Cause” means the occurrence of any of the following events: (i) the General Partner or the Management Company has been convicted by a court of competent jurisdiction in a final, non-appealable ruling of fraud, embezzlement or a similar felony involving misappropriation of funds in connection with the business of the Partnership or any Portfolio Investment, which conviction has a material adverse effect on the conduct of the Partnership’s operations; (ii) the General Partner (A) files a voluntary petition in bankruptcy, (B) is involuntarily dissolved and commences its winding up or (C) consents to or acquiesces to the appointment of a trustee, receiver or liquidator of the General Partner; (iii) the General Partner has entered against it an order for relief in a U.S. federal bankruptcy proceeding which order is not stayed, vacated or dismissed within 90 days; **or**

(iv) it has been determined by a court of competent jurisdiction in a final, non-appealable ruling that the General Partner or the Management Company has breached its obligations under this Agreement in a manner that materially and adversely affects the Partnership and such breach is not substantially cured within 60 days (or if in the process of being cured within 60 days, is not substantially cured within 120 days) after receipt by the General Partner of written notice with respect thereto from Limited Partners and Parallel Fund Limited Partners holding a majority of the Aggregate Commitments held by such Persons; provided that the General Partner and the Management Company shall not be deemed to have committed Cause pursuant to this clause (iv) in connection with any action or inaction arising from the General Partner's or the Management Company's reliance in good faith upon the opinion or advice as to legal matters of legal counsel or as to accounting matters of accountants selected by any of them with reasonable care ~~or (1) 60 days from the date that Rob Mah and Christopher Lee both cease to be active in the Partnership's affairs on the basis contemplated by Section 6.13 for any reason (a "Dual Key Person Event")~~; provided that the General Partner and the Management Company shall not be deemed to have committed Cause pursuant to this clause (v) if a replacement Approved Executive Officer (or Approved Executive Officers, if applicable) selected by the General Partner is approved by a majority of the members of the Advisory Board within 60 days after the date of notice of such Dual Key Person Event from the General Partner to the members of the Advisory Board. The General Partner shall promptly give notice to the Limited Partners of the occurrence of any event constituting Cause of which the General Partner has actual knowledge.

"Closing Date" means ~~the earlier of (i) the Partnership Closing Date and (ii) the Closing Date (as defined in the Parallel Fund Agreement)~~ **July 26, 2024**.

2. Definitions. The below listed definitions of Section 2.1 of the Partnership Agreement are hereby deleted in their entirety (with deleted text shown as ~~stricken~~):

~~"Dual Key Person Event" has the meaning set forth for such term in the definition of "Cause."~~

~~"Partnership Closing Date" means the first date on which a Person (other than the Anchor Limited Partner) is admitted as a limited partner of the Partnership.~~

3. Confidential Information. Section 7.13(a) of the Partnership Agreement is hereby amended and replaced in its entirety (with new text shown as **bold and underscored**):

(a) Notwithstanding anything contained herein to the contrary (other than as expressly required by Sections 11.3(a), 11.3(b)(i) and 11.3(c)), to the maximum extent not prohibited by applicable law, the General Partner has the right (in its sole and absolute discretion) not to disclose any Confidential Information or other information or materials to any Limited Partner or to the Limited Partner's Disclosure Recipients if the General Partner determines that such disclosure (x) is not in the best interests of the Partnership, the Parallel Fund, the Feeder Vehicle, any Partner, any Parallel Fund Partner, any Portfolio Investment and/or any prospective portfolio investment or (y) is not permitted by applicable law, statute, rule, regulation or judicial or governmental order, judgment or decree or by any bona fide contractual restriction. Each Limited Partner

shall keep confidential and shall not disclose, or permit any of its Disclosure Recipients to disclose, any information or materials regarding the Partnership Entities, the other Partners, the Parallel Fund Partners or the Feeder Vehicle Partners (whether or not such information or materials have been designated by the General Partner as Confidential Information), except (and then only) to the extent that (i) the disclosure of such information or materials is expressly required by applicable law, (ii) the information or materials were previously known to such Limited Partner other than as disclosed by any Partnership Entity or any Person whom such Limited Partner knows or has reason to know is bound by a legal, contractual or similar confidentiality obligation with respect to such information or materials, (iii) the information or materials become publicly known other than through the actions or inactions of such Limited Partner or its Disclosure Recipients; provided that the source of such information or materials is not bound by a confidentiality agreement or other contractual, legal or fiduciary obligation or duty of confidentiality with respect to such information or materials or (iv) the disclosure of such information and materials by such Limited Partner is to its Disclosure Recipients (provided that, in each case, such Persons agree in writing to keep such information and materials confidential to the same extent as if they were Limited Partners of the Partnership or are otherwise required under applicable law to keep such information confidential and such Limited Partner shall be responsible for the failure of any such Person to so comply). Without limiting the foregoing, in the event that any Limited Partner or any of its Disclosure Recipients is required by any applicable law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree to disclose any Confidential Information, unless otherwise agreed to by the General Partner, prior to such disclosure such Person shall promptly notify the General Partner (to the extent not prohibited by applicable law from giving notice) in writing of such anticipated disclosure, which notification shall include the nature of the legal requirement and the extent of the required disclosure and, except where such disclosure is required to be made to an agency or similar body that regulates such Person or any of its activities, shall be accompanied by an Opinion of Limited Partner's Counsel that such disclosure is required by applicable law, and such Person shall cooperate with the General Partner to preserve the confidentiality of such information consistent with applicable law (including by seeking relief from such disclosure requirements, minimizing the extent of such disclosure (e.g., by providing redacted copies of such Confidential Information to the maximum extent not prohibited by applicable law), by providing the General Partner with copies of any information or request giving rise to such disclosure requirement, by withholding disclosure of such Confidential Information until such time as it has been finally determined that such disclosure is required under applicable law and by advising any recipients of the confidential nature of such Confidential Information). No Limited Partner may use, and each Limited Partner shall cause any Disclosure Recipient to which it directly or indirectly discloses any Confidential Information to hold such information confidential to the same extent as would be required if such Person were a Limited Partner and not to use, any Confidential Information it receives for any purpose other than monitoring and evaluating such Limited Partner's investment in the Partnership. Any information provided to a Person at a Limited Partner's direction shall be treated instead as having been provided to such Person by such Limited Partner, and such disclosure by the Limited Partner shall be subject to the requirements of this Section 7.13. **Nothing in this Agreement shall be construed to (A) prohibit any Person from**

reporting possible violations of applicable law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation, or (B) require any such Person to notify the Partnership that it has made such reports or disclosures.

4. Advisory Board. Section 8.1(a) of the Partnership Agreement is hereby amended and replaced in its entirety (with deleted text shown as ~~stricken~~):

(a) A board (an “Advisory Board”) shall be appointed by the General Partner, all the members of which shall only be selected by the General Partner from among the Limited Partners and Parallel Fund Limited Partners (or their respective representatives) ~~that, together with their affiliated (including, to the extent determined by the General Partner, commonly advised or managed) Limited Partners and Parallel Fund Limited Partners, hold Aggregate Commitments of at least \$50 million and who are not Affiliates of the General Partner.~~ The General Partner may appoint new members to fill any vacancies on the Advisory Board arising from time to time so long as such appointments are in compliance with this Section 8.1. The General Partner shall have the right to remove, or place restrictions on participation by, any Advisory Board member at any time (2) after the Limited Partner or Parallel Fund Limited Partner that such member represents, together with its Affiliates, ceases to have a Commitment, Feeder Vehicle Commitment and/or Parallel Fund Commitment equal in the aggregate to at least 50% of the Aggregate Commitments of such Persons as of their admission to the Partnership, the Feeder Vehicle or the Parallel Fund, as applicable, as increased following such admission pursuant to Section 7.6 or any similar provision of the Feeder Vehicle Agreement or the Parallel Fund Agreement, (3) for cause, (4) after such member ceases to be an employee of the Limited Partner or Parallel Fund Limited Partner he or she initially represents (or an employee of such Limited Partner’s or Parallel Fund Limited Partner’s Affiliate or advisor), (5) for any reason with the approval of a majority of the other Advisory Board members, (6) pursuant to Section 7.9(d) or (7) if such member’s position on the Advisory Board could make the Partnership a “foreign person” within the meaning of CFIUS or make an investment or transaction subject to review by CFIUS or any similar national security investment clearance regulator.

5. Key Person. Section 9.2 of the Partnership Agreement is hereby amended and replaced in its entirety (with deleted text shown as ~~stricken~~):

Key Person. The General Partner shall give the Limited Partners and the Parallel Fund Limited Partners written notice promptly after Rob Mah ~~or Christopher Lee~~ ceases to be active in the Partnership’s affairs on the basis contemplated by Section 6.13 for any reason (a “Cessation Event”). Thereafter, the Partnership shall not deliver a Capital Call Notice to fund any new Investments except for any Additional Investments, (i) without the approval of Limited Partners and Parallel Fund Limited Partners holding a majority of the Aggregate Commitments held by such Persons or (ii) until such time as a replacement Approved Executive Officer (or Approved Executive Officers, if applicable) selected by the General Partner is approved by the Advisory Board or Limited Partners and Parallel Fund Limited Partners holding a majority of the Aggregate Commitments held by such Persons, in each case, within 180 days after the occurrence of such Cessation Event (such

approval, “Continuing Investment Approval” and the period of time from the date of the Cessation Event until the receipt of Continuing Investment Approval, if any, the “Suspension”). To the extent Continuing Investment Approval is obtained within such 180-day period, the Investment Period shall be extended by the length of the Suspension.

6. Removal of the General Partner. Section 9.5(a) of the Partnership Agreement is hereby amended and replaced in its entirety (with deleted text shown as ~~stricken~~):

(a) Limited Partners and Parallel Fund Limited Partners holding at least 75% of the Aggregate Commitments may remove the General Partner as general partner of the Partnership and general partner of the Parallel Fund by delivering a written notice to the General Partner (the “GP Removal Notice”) to such effect at any time (a “Removal Without Cause”); provided that the General Partner may be removed by ~~(i) Limited Partners and Parallel Fund Limited Partners holding a majority of the Aggregate Commitments upon the delivery of a GP Removal Notice that validly specifies Cause pursuant to clauses (i) through (iv) of the definition thereof in reasonable detail not later than 30 days after the receipt of notice thereof from the General Partner and (ii) the Advisory Board upon the delivery of a GP Removal Notice that validly specifies Cause pursuant to clause (v) of the definition thereof in reasonable detail not later than 30 days after the receipt of notice thereof from the General Partner~~ (a “Removal With Cause”)

16. Effectiveness. Pursuant to Section 13.1 of the Partnership Agreement, this Amendment shall be effective and binding and the Partnership Agreement shall be deemed amended upon the approval hereof by the General Partner and (a) Limited Partners representing a majority of the Commitments held by such Persons or (b) Limited Partners and Parallel Fund Limited Partners, voting as a single group, representing a majority of the Aggregate Commitments held by such Persons. Each such approval may be evidenced by execution of a written consent hereto. Any reference in the Partnership Agreement to “this Agreement” shall hereafter be deemed to refer to the Partnership Agreement as hereby amended.

17. Miscellaneous.

(a) Counterparts. This Amendment may be executed in more than one counterpart with the same effect as if the parties executing the several counterparts had all executed one counterpart. Any Person agreeing in writing to be bound by the provisions of this Amendment shall be deemed to have executed a counterpart of this Amendment for all purposes hereof.

(b) Successors. This Amendment shall be binding on the executors, administrators, estates, heirs, legal representatives, successors and permitted assigns of the Partners.

(c) Governing Law. This Amendment and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

(d) Effect on Partnership Agreement. Except as otherwise expressly amended or modified by this Amendment, the Partnership Agreement remains in full force and effect.

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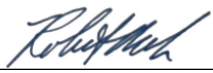
IN WITNESS WHEREOF, the General Partner has executed this Amendment
as of the date above first written.

GENERAL PARTNER:

GUARDIAN SMART INFRASTRUCTURE
PARTNERS GP LP

By: Guardian Smart Infrastructure Partners UGP
LLC

Its: General Partner

By: 
Name: Robert Mah
Title: Authorized Person