DHANDHO

AMENDED AND RESTATED

LIMITED PARTNERSHIP AGREEMENT

OF

DHANDHO HOLDINGS, L.P.

LIMITED PARTNERSHIP INTERESTS CREATED BY THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT ARE BEING ACQUIRED FOR INVESTMENT, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE PARTNERSHIP THAT SUCH REGISTRATION STATEMENT IS NOT REQUIRED. THE PARTNERSHIP HAS NO OBLIGATION, NOR DOES IT HAVE ANY CURRENT INTENT, TO FILE A REGISTRATION STATEMENT WITH RESPECT TO THE LIMITED PARTNERSHIP INTERESTS. THE SALE OR OTHER TRANSFER OF THE LIMITED PARTNERSHIP INTERESTS REQUIRES THE CONSENT OF THE GENERAL PARTNER AND IS ALSO SUBJECT TO CERTAIN FURTHER RESTRICTIONS SET FORTH IN THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT.

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AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
DHANDHO HOLDINGS, L.P.

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (as amended, supplemented or restated from time to time, this "Agreement"), is made as of the **16th** day of **November**, 2020, by and among Dalal Street, LLC, a Texas limited liability company (the "General Partner"), and each and all of those Persons whose names are subscribed hereto as limited partners (individually, a "Limited Partner," and collectively, the "Limited Partners;" and together with the General Partner, individually, a "Partner," and collectively, the "Partners").

RECITALS

A. Dhandho Holdings, L.P. (the "Partnership") was formed in accordance with the provisions of the Revised Uniform Limited Partnership Act of the State of Delaware (as amended, supplemented or restated from time to time, and any successor to such statute, the "Delaware Act") by the filing of a Certificate of Limited Partnership with the Secretary of State of Delaware on December 6, 2013 (as amended from time to time, the "Certificate of Limited Partnership");

B. The original Agreement of Limited Partnership for the Partnership was entered into on December 6, 2013, and subsequently amended to reflect the issuance of partnership interests to the newly-formed General Partner (the "Original Agreement");

C. The General Partner and the other parties hereto desire to amend and restate the Original Agreement in its entirety as set forth herein for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1

ORGANIZATION

1.1 Formation. The Partnership was formed on December 6, 2013, pursuant to the provisions of the Delaware Act, upon the filing of the Certificate of Limited Partnership with the Secretary of State of Delaware. The Original Agreement was entered into on December 6, 2013, and was subsequently amended and restated on February 28, 2014 and further amended on April 15, 2014, June 20, 2014 and November 16, 2020. This Agreement amends, restates and supersedes the Amended and Restated Agreement dated February 28, 2014 in its entirety. Except as expressly provided to the contrary in this Agreement, the rights, duties (including fiduciary duties), liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act. All interests in the Partnership shall constitute personal property of the owner thereof for all purposes and a Partner has no interest in specific Partnership property.

1.2 Partnership Name. The business of the Partnership shall be conducted under the name "Dhandho Holdings, L.P."

1.3 Registered Office, Registered Agent; Principal Office; Other Offices. Unless and until changed by the General Partner by filing an amendment to the Certificate of Limited Partnership (and upon any such filing this Agreement shall be deemed automatically amended to change the registered office and the registered agent of the Partnership) the registered office of the Partnership in the State of Delaware is located at 251 Little Falls Drive, Wilmington, Delaware 19808, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office is Corporation Service Company. The principal office of the Partnership is located at 1250 S. Capital of Texas Highway, Suite 1-520, Austin, Texas 78746-6414 or such other place as the General Partner in its sole discretion may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner deems necessary or appropriate. The address of the General Partner is 1250 S. Capital of Texas Highway, Suite 1-520, Austin, Texas 78746-6414 or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

1.4 Term of the Partnership. The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act and shall continue perpetually, unless sooner terminated in accordance with the provisions of this Agreement. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

1.5 Objectives and Purposes; Powers. The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner in its sole discretion and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity; and (b) do anything necessary or appropriate to the foregoing. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve, and may decline to propose or approve, the conduct by the Partnership of any business free of any duty (including any fiduciary duty) or obligation whatsoever to the Partnership or any Limited Partner and, in declining to so propose or approve, shall not be deemed to have breached this Agreement, any other agreement contemplated hereby, the Delaware Act or any other provision of law, rule or regulation or equity. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in this Section 1.5 and for the protection and benefit of the Partnership.

1.6 Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets shall be held in the name of the Partnership. All Partnership assets shall be recorded as the property of the Partnership in its books and records.

ARTICLE 2

DEFINITIONS

2.1 Definitions. For purposes of this Agreement, unless the context otherwise requires, the following terms shall have the following respective meanings:

"Administrator" shall have the meaning as set forth in Section 5.12 hereof.

"Advisory Board" shall have the meaning set forth in Section 7.1 hereof.

"Affiliate" means, with respect to a specified Person: (i) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person; or (ii) the immediate family members of any natural Person. For all purposes under this Agreement, (a) Mohnish Pabrai (and each general partner, managing member, officer or director of, and any Person who serves in a similar capacity with respect to, the General Partner or any successor thereto) shall be deemed to be an Affiliate of the General Partner (or its successor, as appropriate) for so long as such Person remains in such capacity; and (b) none of the Partnership, any Portfolio Company, nor any member of the Advisory Board shall be deemed to be an Affiliate of the General Partner.

"Affiliated Investors" Mohnish Pabrai together with members of his family and entities which they control or are beneficiaries of, in their capacities as Limited Partners of the Partnership.

"Affiliated Partner Interests" shall have the meaning as set forth in Section 5.3(f) hereof.

"Agreement" shall have the meaning as set forth in the introductory paragraph hereof.

"Capital Account" shall have the meaning set forth in Section 4.1 hereof.

"Capital Contribution" means the amount of cash actually received by the Partnership from such Partner pursuant to this Agreement.

"Carried Interest" shall have the meaning set forth in Section 4.3(a)(ii) hereof.

"Carrying Value" means, with respect to any Partnership asset, the asset's adjusted basis for U.S. federal income tax purposes, except that the initial carrying value of assets contributed to the Partnership shall be their respective gross fair market values on the date of contribution as determined by the General Partner, and the Carrying Values of all Partnership assets shall be adjusted to equal their respective fair market values, in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, as of: (i) the date of the acquisition of any additional Partnership Interest by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (ii) the date of the distribution of more than a *de minimis* amount of Partnership assets to a Partner in exchange for a Partnership Interest; (iii) the date a Partnership Interest is relinquished to the Partnership; (iv) the date that the Partnership issues more than a *de minimis* Partnership Interest to a new Partner in exchange for services; or (v) any other date specified in the Treasury Regulations; *provided, however*, that adjustments pursuant to clauses (i), (ii) (iii), (iv) and (v) above shall be made only if such adjustments are deemed necessary or appropriate by the General Partner to reflect the relative economic interests of the Partners. In the case of any asset that has a Carrying Value that differs from its adjusted tax basis, Carrying Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Net Income (Loss)" rather than the amount of depreciation determined for U.S. federal income tax purposes.

"Certificate of Limited Partnership" shall have the meaning as set forth in the recitals hereof.

"Class B Common Stock" shall have the meaning as set forth in Section 5.3(f) hereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Common Stock" shall have the meaning as set forth in Section 5.3(e) hereof.

"Confidential Information" means (i) information or materials relating to the Partnership or any Investment Property that are not generally known to the public, including the Schedule of Partners, (ii) information or materials the disclosure of which the General Partner in good faith believes is not in the best interests of the Partnership or could damage the Partnership or its business, and (iii) any other information or materials that the General Partner or the Partnership is required by law or agreement to keep confidential.

"Consent Notice" shall have the meaning as set forth in Section 11.3 hereof.

"Covered Person" shall have the meaning as set forth in Section 5.7 hereof.

"Damages" shall have the meaning as set forth in Section 5.7 hereof.

"Delaware Act" shall have the meaning as set forth in the recitals hereof.

"Disabling Conduct" means: (i) the conviction of the General Partner of a felony that is reasonably likely to have a material adverse effect on the Partnership (or any Investment) or a crime of moral turpitude; or (ii) a final judicial decision on the merits from which there is no further right to appeal that the General Partner or Mohnish Pabrai committed fraud with respect to the Partnership or a material willful breach of the terms of this Agreement.

"Effective Date" shall be the 28th day of February 2014.

"ERISA" shall have the meaning as set forth in Section 5.8(c) hereof.

"Feeder Fund" means a U.S. or non-U.S. "feeder" or "blocker" entity formed for certain Partnership investors for the purpose of making, holding and disposing of their investment in the Partnership and/or in particular Investments.

"Final Closing Date" shall have the meanings set forth in Section 3.2 hereof.

"Fiscal Quarter" and "Fiscal Year" shall have the meanings set forth in Section 8.1 hereof.

"Follow-On Investments" means any investments relating to Portfolio Companies including, but not limited to, loans and equity contributions to provide additional funding for, and/or purchases of additional equity interests in, Portfolio Companies.

"General Partner" shall have the meaning as set forth in the introductory paragraph hereof.

"General Partner Interest" means the management and ownership interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest held by it), which includes any and all benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement.

"Initial Acquisition" shall have the meaning as set forth in Section 5.3(a) hereof.

"Initial Acquisition Deadline" shall have the meaning as set forth in Section 5.3(a) hereof.

"Investment" or "Investments" mean any investments made or to be made by the Partnership in a Portfolio Company, Follow-On Investment, Public Company Equity Security, Short-Term Investment or Other Investment.

"Investment Period" shall mean the period from the date of the closing of the Initial Acquisition through and until the first to occur of (i) the sixth anniversary of the date of the Effective Date; (iii) the consummation of the Public Reporting Transaction; or (ii) the dissolution of the Partnership pursuant to Section 9.1.

"Limited Partner" or "Limited Partners" shall have the meaning as set forth in the introductory paragraph hereof.

"Limited Partner Interest" means the ownership interest of a Limited Partner in the Partnership, which shall be evidenced by Units and include any and all benefits to which such Limited Partner is entitled as provided in this Agreement, including voting rights, together with all obligations of such Limited Partner to comply with the terms and provisions of this Agreement.

"Liquidator" shall have the meaning as set forth in Section 9.3 hereof.

"Lock-Up Commitments" shall have the meaning as set forth in Section 5.3(g) hereof.

"Management Fees" shall have the meaning as set forth in Section 5.12 hereof.

"Management Fee Offset" shall have the meaning as set forth in Section 5.12 hereof.

"Management Fee Period" shall have the meaning as set forth in Section 5.12 hereof.

"Net Income (Loss)" for any Fiscal Year (or other fiscal period) means the taxable income or loss of the Partnership for such period as determined in accordance with the accounting method used by the Partnership for U.S. federal income tax purposes with the following adjustments: (i) any income of the Partnership that is exempt from U.S. federal income taxation and not otherwise taken into account in computing Net Income (Loss) shall be added to such taxable income or loss; (ii) if the Carrying Value of any asset differs from its adjusted tax basis for U.S. federal income tax purposes, any depreciation, amortization, gain or loss resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (iii) upon an adjustment to the Carrying Value of any asset, pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as gain or loss in computing such taxable income or loss; and (iv) any expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Net Income (Loss) pursuant to this definition shall be treated as deductible items.

"Offering Memorandum" means the Confidential Offering Memorandum, dated January **[9]**, 2014, as amended, supplemented or restated from time to time, used in connection with the private placement of limited partnership interests of the Partnership.

"Organizational Expenses" shall mean all organization and offering costs and expenses incurred in connection with the initial offering of interests in the Partnership and Dhandho Holdings Offshore Ltd. (the "Offshore Fund") irrespective of the date on which such costs and expenses arise. Organizational Expenses shall include, without limitation, all expenses in connection with preparation of the Offering Memorandum, this Agreement, organizational documents, filing fees and legal, accounting and tax costs and similar costs with respect to the organization of the Offshore Fund.

"Original Agreement" shall have the meaning as set forth in the recitals hereof.

"Other Investments" means any types of equity and debt securities including common and preferred stock, debt securities convertible into common or preferred stock or other types of securities, bonds, notes, zero coupon bonds, fixed income securities, options and investment company securities that don't constitute Public Company Equity Securities, Short-Term Investments, Follow-On Investments, investments in Portfolio Companies

"Parallel Fund" shall have the meaning set forth in Section 6.10(b)(i) hereof.

"Partner" or "Partners" shall have the meaning as set forth in the introductory paragraph hereof.

"Partnership" shall have the meaning as set forth in the recitals hereof.

"Partnership Interest" means an interest in the Partnership, which shall include the General Partner Interests and Limited Partner Interests.

"Percentage Interest" means, as of any date of determination, (i) as to any Limited Partner, in its capacity as such, the product obtained by multiplying (a) 99.99% by (b) the quotient obtained by dividing (x) the number of Units held by such holder by (y) the total number of all outstanding Units, and (ii) as to any holder of the General Partner Interests, in its capacity as such, 0.01%.

"Partnership Security" means any equity interest in the Partnership, including without limitation the Units.

"Permanent Disability" shall mean shall have the meaning as set forth in Section 7.1(c) hereof.

"Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government (including a country, state, county, or any other governmental or political subdivision, agency or instrumentality thereof) or other entity (or series thereof).

"Portfolio Company" means any privately held business the majority of whose voting securities or assets are held, directly or indirectly, by the Partnership.

"Proceedings" shall mean shall have the meaning as set forth in Section 5.8 hereof.

"Public Company Equity Securities" means any equity securities of (i) U.S. companies that have at least one class of securities registered under the Exchange Act; and (ii) publicly traded non-U.S. companies, in each case, irrespective of whether the applicable securities are publicly traded or otherwise considered "marketable" securities.

"Reorganization" shall have the meaning as set forth in Section 5.3(e) hereof.

"Reporting Person Transaction" shall have the meaning as set forth in Section 5.3(e) hereof.

"Representative" shall have the meaning as set forth in Section 6.6 hereof.

"Schedule of Partners" means the schedule of Partners of the Partnership maintained by the General Partner and attached as Schedule A hereto.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Short-Term Investments" means any short-term instruments including, but not limited to, U.S. government treasury bills, money market funds, commercial paper, bank certificates of deposit and similar investments.

"Successor Company" shall have the meaning as set forth in Section 5.3(e) hereof.

"Tax Matters Partner" shall have the meaning set forth in Section 8.5 hereof.

"Term of the Partnership" shall mean a perpetual term, unless sooner terminated in accordance with the provisions of this Agreement.

"Treasury Regulation" means the regulations promulgated by the U.S. Treasury Department under the Code, as such regulations may be amended from time to time.

"Unit" means a Limited Partner Interest representing a fractional part of the Limited Partner Interests of all Limited Partners and having the rights and obligations specified with respect to Units in this Agreement." means a Limited Partner Interest representing a fractional part of the Limited Partner Interests of all Limited Partners and having the rights and obligations specified with respect to Units in this Agreement.

"Unaffiliated Partner Interests" shall have the meaning as set forth in Section 5.3(f) hereof.

ARTICLE 3

CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

3.1 Initial Limited Partners. Those Persons (including the General Partner and/or its Affiliates, acting in the capacity as Limited Partners hereunder) whose Subscription Agreements have been accepted by the General Partner as of the Effective Date and who have submitted payment of their full Capital Contribution as listed in their respective Subscription Agreements shall be admitted to the Partnership as Limited Partners hereof as of the Effective Date and each receive a number of Units equal to (a) the dollar amount of its Capital Contribution divided by (b) $10.00. Additional or substituted Limited Partners may be admitted to the Partnership from time to time in accordance with Sections 3.2, 3.4 or 6.4 hereof. The General Partner shall update the Schedule of Partners to list all Limited Partners admitted to the Partnership on any date hereafter, together with the effective dates of their respective admissions to the Partnership. The General Partner, acting in its capacity as such, shall not be required to make any Capital Contributions to the Partnership on account of its General Partner Interest.

3.2 Additional Limited Partners; Increased Capital Commitments. The General Partner may accept additional Limited Partners and increases in investments from Limited Partners until April 30, 2014, which period may be extended by up to five business days by the General Partner in its sole discretion (the "Final Closing Date"). Any such additional Limited Partner, or such existing Limited Partner so increasing its investment, as the case may be, whose Subscription Agreements have been accepted by the General Partner as of the Final Closing Date and who have submitted payment of their full Capital Contribution as listed in their respective Subscription Agreements may (as determined by the General Partner in its sole discretion) be admitted to the Partnership (and/or such additional investment accepted) on the same terms and conditions as apply to other Limited Partners hereunder; *provided, however,* that such additional Limited Partners and Limited Partners increasing their investments shall,

with respect to all Capital Contributions made pursuant to this Section 3.2, receive a number of Units equal to (a) the dollar amount of such Capital Contribution divided by (b) $10.50.

3.3. Interest and Withdrawal. No interest on Capital Contributions shall be paid by the Partnership. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions are made pursuant to this Agreement or upon dissolution of the Partnership and then in each case only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement (including with respect to Partnership Securities subsequently issued by the Partnership), no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners agree within the meaning of Section 17-502(b) of the Delaware Act.

3.4. Issuances of Additional Partnership Securities.

(a) The Partnership may issue additional Partnership Securities in consideration for some or all of the purchase price for Investments in Portfolio Companies and Follow-On Investments to such Persons for such consideration and on such terms and conditions as the General Partner shall determine in its sole discretion acting in good faith, all without the approval of any Limited Partner.

(b) Each additional Partnership Security authorized to be issued by the Partnership pursuant to Section 3.4(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of Partnership Securities), as shall be fixed by the General Partner in its sole discretion, including (i) the right to share in Partnership Net Income (Loss) or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Security (including sinking fund provisions); (v) whether such Partnership Security is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Security will be issued, evidenced by Certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Security; and (viii) the right, if any, of the holder of each such Partnership Security to vote on Partnership matters, including matters relating to the relative designations, preferences, rights, powers and duties of such Partnership Security.

(c) The General Partner is hereby authorized to take all actions that it determines to be necessary or appropriate in connection with each issuance of Partnership Securities pursuant to this Section 3.4, including the admission of additional Limited Partners in connection therewith and any related amendment of this Agreement. The General Partner is authorized to do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Securities, including compliance with any statute, rule, regulation or guideline of any governmental agency.

ARTICLE 4

ALLOCATIONS AND DISTRIBUTIONS

4.1 Maintenance of Capital Accounts. There shall be established for each Partner on the books of the Partnership as of the date such Partner becomes a Partner a capital account (each being a "Capital Account"). Each Capital Contribution by any Partner, if any, shall be credited to the Capital Account of such Partner on the date such Capital Contribution is made to the Partnership. In addition, each Partner's Capital Account shall be (a) credited with (i) such Partner's allocable share of any Net

Income of the Partnership; and (ii) the amount of any Partnership liabilities that are assumed by the Partner or secured by any Partnership property distributed to the Partner; (b) debited with (i) the amount of distributions (and deemed distributions) to such Partner of cash or the fair market value of other property so distributed, (ii) such Partner's allocable share of Net Loss of the Partnership and expenditures of the Partnership described or treated under Section 704(b) of the Code as described in Section 705(a)(2)(B) of the Code; and (iii) the amount of any liabilities of the Partner assumed by the Partnership or which are secured by any property contributed by the Partner to the Partnership; and (c) otherwise maintained in accordance with the provisions of the Code and the Treasury Regulations promulgated thereunder. Any other item which is required to be reflected in a Partner's Capital Account under Section 704(b) of the Code and the Treasury Regulations promulgated thereunder or otherwise under this Agreement shall be so reflected. The General Partner shall make such adjustments to Capital Accounts as it determines in its sole discretion to be appropriate to ensure allocations are made in accordance with a Partner's interest in the Partnership. Interest shall not be payable on Capital Account balances. Notwithstanding anything to the contrary contained in this Agreement, the General Partner shall maintain the Capital Accounts of the Partners in accordance with the principles and requirements set forth in Section 704(b) of the Code and the Treasury Regulations promulgated thereunder.

4.2 Allocations.

(a) Net Income (Loss) of the Partnership for each Fiscal Year shall be allocated among the Capital Accounts of the Partners in a manner that as closely as possible gives economic effect the manner in which distributions are made to the Partners pursuant to the provisions of Sections 4.3 and Article 9, giving due regard to the last sentence of Sections 4.1 and 4.2(b) and other relevant provisions hereof.

(b) All items of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners for U.S. federal, state and local income tax purposes consistent with the manner that the corresponding constituent items of Net Income (Loss) shall be allocated among the Partners pursuant to this Agreement, except as may otherwise be provided herein or by the Code. Notwithstanding the foregoing, the General Partner in its sole discretion shall make such allocations for tax purposes as may be needed to ensure that allocations are in accordance with the interests of the Partners in the Partnership, within the meaning of the Code and the Treasury Regulations. The General Partner shall determine all matters concerning allocations for tax purposes not expressly provided for herein in its sole discretion. For the proper administration of the Partnership and for the preservation of uniformity of Partnership Interests (or any portion or class or classes thereof), the General Partner may (i) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code; or (y) otherwise to preserve or achieve uniformity of Partnership Interests (or any portion or class or classes thereof); and (ii) adopt and employ or modify such conventions and methods as the General Partner determines in its sole discretion to be appropriate for (A) the determination for tax purposes of items of income, gain, loss, deduction and credit and the allocation of such items among Partners and between transferors and transferees under this Agreement and pursuant to the Code and the Treasury Regulations promulgated thereunder; (B) the determination of the identities and tax classification of Partners; (C) the valuation of Partnership assets and the determination of tax basis; (D) the allocation of asset values and tax basis; (E) the adoption and maintenance of accounting methods; and (F) taking into account differences between the Carrying Values of Partnership assets and such asset adjusted tax basis pursuant to Section 704(c) of the Code and the Treasury Regulations promulgated thereunder.

4.3. Distributions to Partners.

(a) The General Partner shall have sole discretion regarding the amounts and timing of distributions to Partners. All distributions determined to be made by the General Partner pursuant to this Section 4.3 shall, subject to Section 4.3(b) and the priority of distributions in the event of the dissolution of the Partnership pursuant to Article 9, if applicable, be made in the following manner:

(i) first, to the Partners pro rata in proportion to their Capital Contributions, until distributions under this Section 4.3(a)(i) equal the aggregate amount of Capital Contributions attributable to the Limited Partners in respect of their acquisitions of Partnership Interests;

(ii) second, any remaining amounts (x) 90% to the Partners pro rata in proportion to their Percentage Interests and (y) 10% to the General Partner (the distributions to the General Partner described in clause (y) of this paragraph being referred to as the General Partner's "Carried Interest").

(b) The General Partner may, but is not obligated to, cause the Partnership to make distributions to all or less than all of the Partners to satisfy their estimated tax liabilities with respect to their respective shares of the Partnership's taxable income and gain. Any distributions made pursuant to this Section 4.3(b) shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 4.3(a) and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Partner pursuant to Section 4.3(a) except to the extent the General Partner, acting in good faith, determines that such treatment with respect to distributions made to the General Partner pursuant to this Section 4.3(b) would not be fair and equitable to the General Partner.

(c) The General Partner may treat taxes paid by the Partnership on behalf of, or amounts withheld with respect to, all or less than all of the Partners, as a distribution of cash to such Partners.

(d) Any distributions before the dissolution of the Partnership will be made in cash or marketable securities at their fair market value. Upon dissolution of the Partnership, and subject to applicable law, distributions may also include restricted securities or other assets of the Partnership which will be valued by the General Partner, whose determination, so long as made in good faith, shall be final and conclusive as to all of the Partners.

(e) Notwithstanding any provision to the contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not be required to make a distribution to a Partner if such distribution would violate the Delaware Act or other applicable law.

ARTICLE 5

THE GENERAL PARTNER

5.1 Management. Both the investment and administrative management of the Partnership shall be vested solely in the General Partner. Limited Partners, in their capacities as such, shall have no right to participate in and shall take no part in the management and control of the Partnership's business and shall have no right, power or authority to act for or bind the Partnership. Limited Partners, in their capacities as such, shall not have any voting rights except as expressly set forth in this Agreement or required by compulsory provisions of the Delaware Act.

5.2 Authority of General Partner. The General Partner shall have the power by itself on behalf and in the name of the Partnership to carry out any and all of the objectives and purposes, and exercise all powers, of the Partnership set forth in Section 1.5 hereof, and to perform all acts and enter into and perform all contracts and other undertakings which it may deem necessary or advisable or incidental thereto, and to have and possess the same rights and powers as any general partner in a partnership formed under the laws of the State of Delaware. Without limiting in any manner the scope of the General Partner's power pursuant to the preceding sentence, the General Partner's authority shall include, without limitation, the power and authority to:

(a) identify, purchase, hold, manage, pledge, grant a security interest in, encumber, sell, exchange, receive and otherwise acquire and dispose of all or any portion of the properties of the Partnership (including, without limitation, the Investments);

(b) open, maintain and close accounts with securities brokers;

(c) acquire and enter into any contract of insurance which the General Partner deems necessary or appropriate for the protection of the Partnership and the General Partner, for the conservation of Partnership assets, or for any purpose convenient or beneficial to the Partnership;

(d) open, maintain and close bank accounts and draw checks or other orders for the payment of moneys;

(e) do any and all acts required of the Partnership or for purposes consistent with the terms of this Agreement

(f) exercise any and all voting or other rights of the Partnership, with respect to any properties of the Partnership (including, without limitation, the Investments);

(g) negotiate, execute and perform (i) purchase and sale agreements to make or dispose of any assets of the Partnership (including, without limitation, any Investments); and (ii) any other agreements, conveyances or other instruments on behalf of the Partnership, which agreements, conveyances or other instruments may include such representations, warranties, covenants, indemnities and guaranties as the General Partner deems necessary or advisable (including, in each case, agreements, conveyances and other instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than their interest in the Partnership, even if same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(h) lend or borrow money, or enter into other credit, guarantee, financing or refinancing arrangements for any purpose concerning the properties of the Partnership (including, without limitation, the Investments) and finance the conduct of the operations of Portfolio Company;

(i) cause the Partnership to execute, file and publish all certificates, notices, statements or other instruments necessary to permit the Partnership to conduct business as a limited partnership in any jurisdictions where the Partnership elects to do business;

(j) solicit proxies or consents in connection with any equity holder vote of any Portfolio Company;

(k) control any matters affecting the rights and obligations of the Partnership, including instituting, defending, settling or compromising, suits, administrative proceedings, arbitrations, mediations and other similar matters on behalf of the Partnership;

(l) maintain, restore and increase reserves as reasonably required to satisfy the liabilities and obligations of the Partnership;

(m) control all other aspects of the business or operations of the Partnership (including, without limitation, with respect to any Investments) that the General Partner reasonably elects to so control;

(n) undertake to complete the Reporting Person Transaction;

(o) make tax, regulatory and other filings, and render periodic or other reports to governmental or other agencies having jurisdiction over the business of the Partnership; and

(p) make and perform such other agreements and undertakings as may be necessary or advisable to the carrying out of any of the foregoing powers, objects or purposes.

5.3 Limitations on Authority of the General Partner.

(a) The Partnership will have until March 31, 2016 (the "Initial Acquisition Deadline") to acquire a controlling interest consisting of at least 60% of the voting equity securities or assets of a privately held business having an equity or net asset value of at least $10 million (the "Initial Acquisition"). The determination as to whether the Initial Acquisition has been completed prior to the Initial Acquisition Deadline shall be made by the General Partner, and any determination made by the General Partner acting in good faith as to the satisfaction of this condition shall be final and binding for all purposes of this Agreement. The General Partner is already in advanced negotiations to pursue the Initial Acquisition with a U.S.-based insurance company. However, the General Partner may, in its sole discretion, conduct the Initial Acquisition with any privately held business having an equity or net asset value of at least $10 million regardless of its sector, industry or geographic location. At all times prior to the completion of the Initial Acquisition, the proceeds from the offering contemplated in the Offering Memorandum (other than Organizational Expenses, partnership expenses covered by Section 5.11 and the Management Fees) will be held in deposit accounts and/or invested in Short-Term Investments. There can be no assurance that the Partnership will achieve the Initial Acquisition prior to the Initial Acquisition Deadline.

(b) If the Partnership does not complete the Initial Acquisition by the Initial Acquisition Deadline, the General Partner will (i) promptly liquidate the Partnership and distribute its assets to the Partners in accordance with Section 4.3(a) below after satisfying the Partnership's liabilities and providing for the cost of dissolution and reserves for unliquidated liabilities; and (ii) cause Dalal Street, LLC to give each Limited Partner the option to invest all (but not less than all) of the amounts distributable to it toward the purchase of limited partnership interests, at then current prices and subject to satisfying reasonable conditions and signing customary documents, of Pabrai Investment Fund 4, L.P. (for Limited Partners of the Partnership that are U.S. taxpayers) or Pabrai Investment Fund 3, Ltd. (for Limited Partners of the Partnership that are tax-exempt or non-U.S. persons).

(c) If the Initial Acquisition is completed by the Initial Acquisition Deadline, the General Partner will thereafter have the authority, acting in its sole discretion, from time to time during the Investment Period, to (i) make additional Investments on behalf of the Partnership and/or cause the Portfolio Companies make additional Investments (subject to any laws and regulations applicable to the

Partnership and Portfolio Companies); (ii) make divestitures of any Investments of the Partnership and/or cause the Portfolio Companies to make divestitures of Investments; and/or (iii) reinvest the proceeds of any such divestitures in new Investments on behalf of the Partnership and/or any Portfolio Company.

(d) Following the expiration of the Investment Period until the final dissolution and liquidation of the Partnership, the General Partner will not be permitted to make additional Investments, except for (i) completing Investments that were already in progress as of the expiration of the Investment Period; (ii) Short-Term Investments; (iii) Public Company Equity Securities; and (iv) Follow-On Investments.

(e) If the Initial Acquisition is completed by the Initial Acquisition Deadline, the General Partner will thereafter also have the authority, acting in its sole discretion, until January 1, 2019 to reorganize the Partnership (the "Reorganization") into a corporation that is taxable as a corporation rather than a partnership (the "Successor Company") and cause the common stock of the Successor Company ("Common Stock") to be registered under the Securities Act and/or the Securities and Exchange Act of 1934, as amended (such registration together with the Reorganization, collectively, the "Reporting Person Transaction"). Without limiting the generality of the foregoing, the Reorganization may also be structured to include (i) a transfer of all or a substantial portion of (x) the assets and liabilities of the Partnership or (y) the Units to the Successor Company or other business entity; (ii) a merger or consolidation of the Partnership into or with the Successor Company or other business entity as provided under Section 18-209 of the Delaware Act or otherwise; or (iii) another restructuring of all or substantially all the assets or Units of the Partnership into the Successor Company or another business entity, including by way of the conversion of the Partnership into a Delaware corporation as provided under Section 18-216 of the Delaware Act. In connection with the Reorganization and the Reporting Person Transaction, each Partner shall take all necessary or desirable actions as may be requested by the General Partner to effect the Reorganization, the Reporting Person Transaction and any matters ancillary thereto or otherwise made in furtherance thereof, including, without limitation, (A) executing and delivering all agreements, instruments and documents as may be necessary or desirable; (B) agreeing to transfer or tender (and transferring or tendering), as applicable, such Partner's Units to the Successor Company in exchange or consideration for shares of capital stock or other equity interests of the Successor Company on the terms and conditions approved by the General Partner; (C) voting for, consenting to and raising no objections against the Reorganization or any matter entered into in furtherance thereof; and (D) if the Reorganization is structured as a merger or consolidation, waiving any dissenters rights, appraisal rights or similar rights in connection with such merger or consolidation. Each Partner hereby makes, constitutes and appoints the General Partner, with full power of substitution and resubstitution, its true and lawful attorney, for it and in its name, place and stead and for its use and benefit, to act as its proxy in respect of any vote or approval of Partners required to give effect to the Reorganization, including any vote or approval required under Sections 18-209 or 18-216 of the Delaware Act. The proxy granted pursuant to this Section 5.3(e) is a special proxy coupled with an interest and is irrevocable. The General Partner will have the authority in its sole discretion to select the structure for the Reporting Person Transaction and may conduct a self-filing or traditional underwritten initial public offering (i.e., an IPO). In addition, the Reporting Person Transaction may, in the sole discretion of the General Partner, include a concurrent direct placement of up to $100 million to one or more Affiliates of the General Partner.

(f) If the Reorganization occurs, (i) the Limited Partner Interests held by Limited Partners who are not Affiliated Investors (collectively, the "Unaffiliated Partner Interests") will be converted into Common Stock of the Successor Company; and (ii) the Limited Partner Interests held by Affiliated Investors together with the Carried Interest (collectively, the "Affiliated Partner Interests") will be converted into "Class B Common Stock" of the Successor Company. As a result of the foregoing, the

Partners of the Partnership would become the stockholders of the Successor Company. The Class B Common Stock would be entitled to 30 votes per share (whereas the Common Stock would be entitled to one vote per share) and would be convertible at any time, in each holder's sole discretion, into Common Stock on a share-for-share basis. Except for the differences in voting power and conversion rights set forth above, shares of the Common Stock and Class B Common Stock would have identical rights and privileges. The number of shares of Common Stock and Class B Common Stock that will be issued in the Reorganization will be proportionate to the dollar amount of distributions that the Partners would be entitled to if the Partnership were dissolved, its affairs wound up and distributions made to the Partners in accordance with Article 9 and Section 4.3(a); *provided, however,* that, for purposes of this Section 5.3(f) only, the words "pro rata in proportion to their Capital Contributions" in Section 4.3(a)(i) shall be replaced with the words "pro rata in proportion to their Percentage Interests." The Successor Company's charter and bylaws will provide for a staggered board of directors and such other provisions as the General Partner determines in its sole discretion acting in good faith.

(g) By signing the Partnership Agreement, each investor agrees that, for a period of 365 days after the completion of the Reporting Person Transaction, or such longer period as the General Partner may reasonably request, it will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any Common Stock, Class B Common Stock or any other equity securities of the Successor Company without the prior written consent of the General Partner in its sole discretion (the "Lock-Up Commitments"). In addition, each investor agrees that the Affiliated Investors and their designees will have the right to require the Successor Company to register the Common Stock into which their shares of Class B Common Stock are convertible for re-sale under the Securities Act. In connection therewith, the Successor Company will enter into a registration rights agreement on customary terms determined in good faith by the General Partner providing for unlimited demand and piggyback registration rights for the Affiliated Investors and their designees and for the Successor Company to bear the costs and expenses of filing any such registration statements. Each Partner agrees to provide such information and execute and deliver such other agreements, certificates, consents and approvals as may be reasonably requested by the General Partner which (i) are consistent with the foregoing matters or necessary to give further effect thereto; or (ii) the General Partner otherwise determines are necessary or desirable to complete the Reporting Person Transaction.

(h) Following the Reporting Person Transaction, it is contemplated that Mohnish Pabrai or his designee would serve as the Chairman and Chief Executive Officer of the Successor Company and receive a salary of $100,000 per year and that Mohnish Pabrai or the General Partner would enter into an arrangement with the Successor Company that provides for an incentive bonus every five years equal to 10% of the amount, if any, by which the book value of the Successor Company exceeds the level that would have been achieved assuming a growth rate equal to the actual performance of the S&P 500 index during the applicable five-year period. Such incentive bonus would be payable in cash and/or shares of Class B Common Stock, at Mohnish Pabrai's option. All terms of the incentive bonus not expressly described in this Section 5.3(h) would be determined by the General Partner acting in good faith.

(i) Notwithstanding anything herein to the contrary, the General Partner shall not, without the approval of Partners holding at least a majority of the Percentage Interests, (A) purchase individual real estate assets with respect to which the primary component of cash flow is comprised of rent; or (B) invest in oil, gas or other mineral exploration or development programs, except for investments in securities of companies that invest in or sponsor those programs.

5.4 Partnership Offices, Employees and Expenses. The General Partner may (i) maintain for the conduct of Partnership affairs one or more offices; and in connection therewith rent or acquire office space and do such other acts as may be necessary or advisable in connection with the maintenance and

administration of such office or offices; (ii) select, engage and dismiss employees, attorneys, accountants, administrators, investment bankers, securities brokers, consultants, contractors and such other Persons on such terms and for such compensation as it may deem necessary or advisable; and (iii) incur such other expenses on behalf of the Partnership as it may, in its discretion, deem necessary or appropriate for the conduct of Partnership affairs. The General Partner may share office space and personnel with its Affiliates and the Partnership.

5.5 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the certificate of the General Partner to the effect that it is then acting as the General Partner and upon the power and authority as herein set forth. Nothing herein contained shall impose any obligation on any brokerage firm, transfer agent, registrar, bank, lessor, lessee, mortgagee, grantee or other Person or firm doing business with the Partnership to inquire as to whether or not written approval of the Limited Partners or assignees of Limited Partners has been obtained, and any stock power, lease, mortgage, deed, contract or other instrument executed by the General Partner as herein authorized shall be valid, sufficient and binding.

5.6 Other Activities and Competition.

(a) The General Partner hereby agrees to devote such of its time during normal business days and hours as in its discretion shall be deemed necessary and sufficient for the management of the affairs of the Partnership. The General Partner and each other Covered Person shall have the right to engage, presently or in the future, in any other business venture or ventures of any nature and description, including, without limitation, (i) the development, management, financing or syndication of other ventures similar to the Partnership; (ii) acting as investment advisers to others, a trustee of any trust or a general partner of another limited partnership; (iii) businesses engaged in or anticipated to be engaged in by any Portfolio Company, including business interests and activities in direct competition with the business and activities of any Portfolio Company; and (iv) directly or indirectly purchasing, selling and holding securities for their own accounts or the account of such other businesses, irrespective of whether any such securities are purchased, sold or held for the account of the Partnership, and none of the foregoing shall constitute a breach of this Agreement or any duty otherwise existing at law, in equity or otherwise to the Partnership or to any Partner or Portfolio Company.

(b) Neither the Partnership nor any of the other Partners shall have any rights (i) in or to other business ventures or the income or profits derived from other activities by any Covered Person by virtue of this Agreement; or (ii) from any transaction in securities affected by any Covered Person for any account other than that of the Partnership. No Covered Person shall be under any obligation to first offer any investment opportunities to the Partnership or to allocate investments (as between the Partnership, its Affiliates or its clients, or otherwise) in any particular manner, other than as it in its sole discretion shall determine.

(c) Notwithstanding anything to the contrary in this Agreement, the pursuit of any such ventures by any Covered Person, even if competitive with, in preference to, or to the exclusion of, the business of the Partnership, (i) is hereby approved by the Partnership and all Partners; and (ii) shall not be deemed wrongful or improper or a breach of the General Partner's or any other Covered Person's duties or any other obligation of any type whatsoever. None of the Covered Persons shall have any obligation hereunder or as a result of any duty otherwise existing at law, in equity or otherwise to present business opportunities to the Partnership or any Portfolio Company. The doctrine of "corporate opportunity" or other analogous doctrine shall not apply to any such Covered Person.

5.7 Exculpation. To the fullest extent permitted by law, none of the General Partner, the Tax Matters Partner, the members of the Advisory Board, their respective Affiliates, or their respective direct and indirect owners, managers, members, stockholders, partners, directors, officers, employees, agents, advisors or personnel (each, a "Covered Person") shall be liable to the Partnership or any Limited Partner for any losses, claims, damages, liabilities, joint or several, expenses (including attorneys' fees and expenses), judgments, fines, penalties, interest, settlements or other amounts (collectively, "Damages") arising as a result of any act or omission of any Covered Person, or for any breach of contract (including breach of this Agreement) or any breach of duties (including breach of fiduciary duties) whether arising hereunder, at law, in equity or otherwise, unless it shall be determined by final judicial decision on the merits from which there is no further right to appeal that, in respect of the matter in question, such Covered Person engaged in gross negligence or willful misconduct. A Covered Person may consult with counsel and accountants in respect of Partnership affairs and, in acting in accordance with the written advice or opinion of such counsel or accountants, such Covered Person shall, to the fullest extent permitted by law, not be liable for any loss suffered by the Partnership, provided that such counsel or accountants shall have been selected with reasonable care unless it is determined by final judicial decision on the merits from which there is no further right to appeal that such written advice was induced by the Covered Person's gross negligence or willful misconduct. To the fullest extent permitted by law, no Covered Person shall be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence or willful misconduct.

5.8 Indemnification.

(a) To the fullest extent permitted by law, each Covered Person shall be indemnified and held harmless by the Partnership from and against any and all Damages arising from claims, demands, investigations, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which it may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as a Covered Person ("Proceedings"), whether or not it continues to be a Covered Person at the time any such Loss is paid or incurred; *provided, however*, that no Covered Person shall be entitled to indemnification hereunder for any conduct which is determined by final judicial decision on the merits from which there is no further appeal to have arisen from their own gross negligence or willful misconduct.

(b) The General Partner may make advances from the Partnership to Covered Persons for legal expenses and other costs incurred in connection with Proceedings so long as such Covered Person undertakes to repay the advanced funds to the Partnership (without interest) in cases in which they would not be entitled to indemnification pursuant to this Section 5.8.

(c) The rights of indemnification provided in this Section will be in addition to any rights to which the General Partner may otherwise be entitled by contract or as a matter of law, and shall extend to its successors and assigns. In particular, and without limitation of the foregoing, the General Partner shall be entitled to indemnification by the Partnership against reasonable expenses (as incurred), including attorneys' fees actually and necessarily incurred by the General Partner and/or such Persons in connection with the defense of any action, to which the General Partner may be made a party, in the right of the Partnership to procure a judgment in favor of the Partnership, to the fullest extent permitted under any consistent provisions of the Delaware Act, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the federal securities laws or any other applicable statute. If the indemnification provided for in this Section 5.8 is unavailable to a Covered Person under any such applicable law, the Partnership shall, in lieu of indemnifying such Covered Person, contribute to the amount paid or payable by such Covered Person in such proportion as is appropriate to reflect the relative fault of the Partnership

and the Covered Person in connection with the causation of the Damages, as well as any other relevant equitable considerations.

(d) The rights of indemnification provided hereunder shall not be exclusive of or affect any other rights to which any Person may be entitled by contract or otherwise under law. Nothing contained in this Section 5.8 shall affect the power of the Partnership to purchase and maintain liability insurance on behalf of any Covered Person.

(e) In the event the Partnership has insufficient funds to pay any obligation or liability arising out of this Section 5.8, the General Partner may, acting in its sole discretion, require the Limited Partners to return up to 25% of the distributions received by each of the Limited Partners from the Partnership; *provided*, *however*, that Limited Partners will not be obligated to recontribute any distribution after the third anniversary of the date of such distribution, unless the General Partner has notified the Limited Partners at the end of such three year period of any pending or outstanding proceedings or claims that might require the Limited Partners to recontribute such amounts.

5.9 Resolution of Conflicts of Interest; Standards of Conduct and Modification of Duties.

(a) Unless otherwise expressly provided in this Agreement, whenever a potential conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Portfolio Company or any Partner, on the other, any resolution or course of action by the General Partner or its Affiliates in respect of such conflict of interest shall be permitted and deemed approved by all Partners, and shall not constitute a breach of this Agreement, or of any duty hereunder or existing at law, in equity or otherwise, if the resolution or course of action in respect of such conflict of interest is (i) approved by the Advisory Board; (ii) on terms that the General Partner, acting in good faith, determines are, in the aggregate, no less favorable to the Partnership than those generally being provided to or available from unrelated third parties; or (iii) on terms that the General Partner, acting in good faith, determines are fair and reasonable to the Partnership, taking into account the totality of the relationships between the parties involved (including other transactions that may be or have been particularly favorable or advantageous to the Partnership). The General Partner or the Advisory Board, as appropriate, each shall be authorized in connection with its resolution of any conflict of interest to consider such factors as it determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances. The General Partner shall be authorized but not required in connection with its resolution of any conflict of interest to seek the Advisory Board's approval of such resolution, and the General Partner may also adopt a resolution or course of action that has not been submitted to the Advisory Board. Failure to seek Advisory Board approval shall not be deemed to indicate that a conflict of interest exists or that Advisory Board approval could not have been obtained. If Advisory Board approval is not sought and the General Partner determines that the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (ii) or (iii) above, then it shall be presumed that, in making its determination, the General Partner acted in good faith and in any proceeding brought by or on behalf of any Limited Partner or the Partnership challenging such determination, the Person bringing or prosecuting such proceeding shall have the burden of overcoming such presumption. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, to the fullest extent permitted by the Delaware Act, the existence of the conflicts of interest described in or contemplated by the Offering Memorandum are hereby approved, and all such conflicts of interest are waived, by all Partners and shall not constitute a breach of this Agreement or any duty existing at Law or otherwise.

(b) Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or equity, whenever in this Agreement or any other agreement contemplated hereby or otherwise

the General Partner, in its capacity as the general partner of the Partnership, or the Advisory Board in connection with the standard set forth in clause (i) of Section 5.9(a), is permitted to or required to make a decision in its "sole discretion" or "discretion" or that it deems "necessary or appropriate" or "necessary or advisable" or under a grant of similar authority or latitude, then the General Partner, or such Affiliates causing it to do so or the Advisory Board, as appropriate, shall, to the fullest extent permitted by law, make such decision in its sole discretion (regardless of whether there is a reference to "sole discretion" or "discretion"), and shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Partnership or the Partners, and, subject to non-waivable requirements under the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder, shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, under the Delaware Act or under any other law, rule or regulation or in equity. Whenever in this Agreement or any other agreement contemplated hereby or otherwise the General Partner or the Advisory Board, as appropriate, is permitted to or required to make a decision in its "good faith" then for purposes of this Agreement, the General Partner, or any of its Affiliates that cause it to make any such decision or the Advisory Board, as appropriate, shall be conclusively presumed to be acting in good faith if such Person or Persons subjectively believe(s) that the decision made or not made is in the best interests of the Partnership.

(c) Whenever the General Partner makes a determination or takes or fails to take any other action, or any of its Affiliates causes it to do so, in its individual capacity (or capacity as a Limited Partner) as opposed to in its capacity as a general partner of the Partnership, whether under this Agreement or any other agreement or circumstance contemplated hereby or otherwise, then the General Partner, or such Affiliates causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or not to take such other action free of any duty (including any fiduciary duty) or obligation, whatsoever to the Partnership or any Partner, and the General Partner, or such Affiliates causing it to do so, shall not, to the fullest extent permitted by law, be required to act pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity.

(d) Notwithstanding anything to the contrary in this Agreement, the General Partner and its Affiliates shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership (including, without limitation, any Investment) other than in the ordinary course of business; or (ii) permit any Portfolio Company to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts shall be in its sole discretion.

(e) Except as expressly set forth in this Agreement, to the fullest extent permitted by law, neither the General Partner nor any other Covered Person shall have any duties or liabilities, including fiduciary duties, to the Partnership or any Limited Partner, and the provisions of this Agreement, to the extent that they restrict or otherwise modify or eliminate the duties and liabilities, including fiduciary duties, of the General Partner or any other Covered Person otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of the General Partner or such other Covered Person.

(f) The Limited Partners expressly acknowledge that the General Partner is under no obligation to consider the separate interests of the Limited Partners (including the tax consequences to Limited Partners) in deciding whether to cause the Partnership to take (or decline to take) any actions, and that the General Partner shall not be liable to the Limited Partners for monetary damages or equitable

relief for Damages sustained, liabilities incurred or benefits not derived by Limited Partners in connection with such decisions.

5.10 Payments of Organizational Expenses. The General Partner will advance on behalf of the Partnership and the Offshore Fund all Organizational Expenses. The Partnership will reimburse the General Partner for such Organizational Expenses promptly following the Effective Date.

5.11 Partnership Expenses. The Partnership shall bear all costs, expenses, liabilities and obligations incurred in the Partnership's and the Offshore Fund's activities, investments or business, including, without limitation, (i) costs, expenses, and liabilities associated with investigating, evaluating, negotiating, acquiring, managing, monitoring and disposing of Investments by the Partnership and the Offshore Fund (including, without limitation, travel expenses, expenses incurred in connection with proposed Investments which are not consummated, registration expenses and brokerage, finder's, custodial and other fees and litigation and indemnification costs and expenses, judgments and settlements); (ii) premiums for insurance protecting the Partnership, the Offshore Fund and the Covered Persons from liabilities; (iii) legal, accounting, auditing, consulting, financing and other fees and expenses (including, without limitation, expenses associated with the preparation of the Partnership's and the Offshore Fund's financial statements, tax returns, Schedule K-1s and other reporting obligations); (iv) any taxes, fees and other governmental charges levied against the Partnership and/or the Offshore Fund; (v) the cost and expenses of holding any meeting of any Partners and the Advisory Board that are regularly scheduled, permitted or are required to be held by this Agreement or other applicable law; (vi) all costs and expenses of preparing, setting in type, printing and distributing reports and other communications to Limited Partners (and developing and maintaining a website with respect to the Partnership); (vii) all expenses of computing valuations of assets of the Partnership and/or the Offshore Fund (including, without limitation, the Investments) and any equipment or services obtained for the purpose of such valuations; (viii) fees payable to custodians and other Persons, including, without limitation, the Administrator, providing administrative services to the Partnership and/or the Offshore Fund; and (ix) all other expenses in connection with the operation of the Partnership and the Offshore Fund. From time to time the General Partner may pay all or a portion of the Partnership's and/or the Offshore Fund's expenses, and the Partnership will promptly reimburse the General Partner for all such expenditures.

5.12 Management Fees. For each Fiscal Year beginning on the Effective Date and continuing until the first to occur of (i) the final dissolution and liquidation of the Partnership; or (ii) the consummation of the Public Reporting Transaction (the "Management Fee Period"), the Partnership shall pay to the General Partner on behalf of the Partnership a management fee (the "Management Fee") in the amount set annually by the General Partner, acting in its sole discretion, not to exceed 1% per annum of the aggregate amount of Capital Contributions of all Limited Partners (and a pro rata portion thereof for any partial Fiscal Year during the Management Fee Period). The Management Fees shall be payable quarterly in advance on the first day of each Fiscal Quarter during the Management Fee Period. The Management Fee shall be adjusted to take into account any increases or decreases in the aggregate Capital Contributions of all Limited Partners. Installments shall be reduced (but not below zero) by an amount equal to 100% of any directors' fees, consulting and/or advisory fees received by the General Partner and/or its Affiliates from Portfolio Companies during the immediately preceding Fiscal Quarter (such aggregate net amount, the "Management Fee Offset"). If the Management Fee Offset exceeds the Management Fee installment for the period against which such Management Fee Offset is to be offset, such excess amount shall be carried forward and applied against any subsequent Management Fee installments. Installments for any period other than a full Fiscal Quarter shall be adjusted on a pro rata basis according to the actual number of days elapsed. The Management Fees shall be in consideration solely for (a) the economic and investment advice and analysis provided to the Partnership by the General Partner; and (b) all normal overhead expenses of the General Partner, including, without limitation,

salaries, bonuses and benefits, other employee and officer compensation, rent, telephone and other communications, entertainment, office furniture, fixtures, computer equipment, research reports and subscriptions of the General Partner and/or the Partnership, whether or not such research is used in connection with the operation of the Partnership. The General Partner shall have no obligation to specifically account for any such costs and expenses or to reimburse the Partnership or any Partner to the extent the Management Fees exceed such actual costs and expenses.

5.13 Third Party Administrator. The General Partner shall engage a reputable independent third party administrator (the "Administrator") to assist the General Partner in the general administration of the Partnership, including, without limitation, the keeping of the financial records and the preparation of reports to Limited Partners. The Administrator may be replaced by the General Partner in its sole discretion with an alternate third party administrator.

ARTICLE 6

THE LIMITED PARTNERS

6.1 Limited Liability. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

6.2 No Participation in Management. The Limited Partners (in their capacity as such) shall not participate in the control, management, direction, or operation of the affairs of the Partnership and shall have no power to bind the Partnership.

6.3 Outside Activities of the Limited Partners. Any Limited Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership and/or any Portfolio Company. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.

6.4 Transfer of Limited Partnership Interests; Substituted Limited Partners.

(a) Assignment. No Limited Partner shall directly or indirectly (whether by operation of law, merger, consolidation, change of control, change of beneficiary or otherwise) sell, assign, transfer, pledge or grant a security interest in, or offer to sell, assign, transfer, pledge or grant a security interest in, all or any part of his interest in the Partnership without the prior written consent of the General Partner (which consent may be granted or withheld in the General Partner's sole discretion) other than by will or the laws of intestacy and distribution. The transferor and transferee of any Limited Partner's interest shall be jointly and severally obligated to reimburse the General Partner and the Partnership for all reasonable expenses (including attorneys' fees and expenses) of any transfer or proposed transfer of a Limited Partner's interest, whether or not consummated. As a condition to any transfer or assignment of a Limited Partner's interest, the transferor and the transferee shall provide such legal opinions and documentation as the General Partner shall request.

(b) Void Assignment. Any sale, assignment, transfer, pledge, mortgage, or other disposition that violates this Section 6.4 shall be void and the purported buyer, assignee, transferee, pledgee, mortgagee, or other recipient shall have no interest in or rights to Partnership assets, profits, losses, or distributions and neither the General Partner nor the Partnership shall be required to recognize any such interest or rights. Notwithstanding any other provision of this Agreement, no transfer of a Limited Partnership interest in the Partnership shall be permitted if such transfer would (i) cause the Partnership to be treated as a publicly traded partnership within the meaning of Code Section 7704 and Treasury

Regulation Section 1.7704-1; or (ii) cause all or any portion of the assets of the Partnership to constitute "plan assets" subject to ERISA or Section 4975 of the Code.

(c) Substituted Limited Partners. Notwithstanding anything to the contrary contained in this Section 6.4 or Sections 3.2 or 3.4, a transferee or assignee of a Limited Partner Interest shall not become a substituted Limited Partner without (i) the prior written consent of the General Partner (which consent may be granted or withheld in the General Partner's sole discretion); and (ii) without executing a copy of this Agreement or a joinder hereto and such other in form and substance satisfactory to the General Partner in its sole discretion. If granted, such consent by the General Partner shall be binding and conclusive without the consent of any Limited Partner. Any substituted Limited Partner admitted to the Partnership shall succeed to all rights and be subject to all the obligations of the transferring or assigning Limited Partner with respect to the interest to which such Limited Partner was substituted. Upon the admission of a substituted Limited Partner, the General Partner may, without the need to obtain consent or approval from any Limited Partner, amend the Schedule of Partners to reflect such admittance of any substituted Limited Partners and file an amendment to the Certificate of Limited Partnership if so required by the Delaware Act.

(d) Effect of Assignment. Any Limited Partner who shall assign its interest in the Partnership shall cease to be a Limited Partner of the Partnership and shall no longer have any rights or privileges of a Limited Partner except that, unless and until the assignee of such Limited Partner is admitted as a substituted Limited Partner in accordance with the provisions of Section 6.4(c), such assigning Limited Partner shall retain the statutory rights and obligations of an assignor limited partner under applicable law. Any Person who acquires in any manner whatsoever any interest in the Partnership, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement that any predecessor in interest of such Person was subject to or bound by.

6.5 No Withdrawal or Loans. Subject to the provisions of Section 6.4, no Limited Partner may, without the consent of the General Partner, which consent may be withheld in the General Partner's sole discretion, withdraw as a Partner of the Partnership, or borrow or withdraw any portion of its Capital Account from the Partnership; *provided*, *however*, the General Partner may on behalf of the Partnership, without the consent of any Limited Partner, enter into agreements that permit a Limited Partner to withdraw from the Partnership in whole or in part in accordance with provisions substantially similar to those set forth in Section 6.7 hereof if the Partnership would be subjected to a materially burdensome tax, law, or regulation if such Limited Partner were to continue as a Limited Partner of the Partnership; *provided*, *further*, *however*, that the General Partner may require a Limited Partner to withdraw from the Partnership if the General Partner determines that the participation of such Limited Partner is reasonably likely to (i) constitute a breach of applicable law; (ii) have a material adverse effect on the Partnership or any Investment; or (iii) if this Agreement otherwise requires or permits such exclusion or termination.

6.6 No Termination. The death, incompetency or bankruptcy of a Limited Partner or a Limited Partner's trustee, fiduciary or legal representative shall not dissolve or terminate the Partnership. In the event of such death, incompetency or bankruptcy, the executor, administrator, guardian, trustee or other personal representative (the "Representative") of the deceased, incompetent or bankrupt Limited Partner or Limited Partner's trustee, fiduciary or legal representative shall be deemed to be the assignee of such Limited Partner's interest and the General Partner shall have the right, acting in its sole discretion, to either (i) permit such Representative to become a substituted Limited Partner upon the satisfaction of the terms and conditions set forth in Section 6.4(c); or (ii) require the complete or partial withdrawal of the assigned interest from the Partnership on the terms that the General Partner, in its sole discretion,

determines to be fair and equitable. No consent of any Limited Partner shall be required as a condition precedent to any transfer, assignment, or other disposition of any such Partner's interest or other action taken pursuant to this Section 6.6.

6.7 Government Regulation. If the General Partner determines in its sole discretion that a Limited Partner's status as a Partner or level of ownership in the Partnership or failure to comply with any obligation under this Agreement in a timely manner creates a material risk of subjecting the Partnership, the General Partner or any other Covered Person to any governmental law or regulation (or any violation thereof) that could reasonably be likely to have a material adverse effect on the Partnership or require registration with any governmental agency, then the General Partner may require the complete or partial withdrawal of such Partner from the Partnership on the terms that the General Partner, in its sole discretion, determines to be fair and equitable to such Partner and the remaining Limited Partners. Notwithstanding any provision of this Agreement to the contrary, each Partner (i) agrees to provide any information or certifications (including without limitation information about such Partner's direct and indirect owners) that may reasonably be requested by the Partnership to allow the Partnership or any member of any "expanded affiliated group" (as defined in Section 1471(e)(2) of the Code) to which the Partnership belongs to (1) enter into, maintain or otherwise comply with the agreement contemplated by Section 1471(b) of the Code; (2) satisfy any information reporting requirements imposed by the Foreign Account Tax Compliance Act ("FACTA"); and (3) satisfy any requirements necessary to avoid withholding taxes under FATCA with respect to any payments to be received or made by the Partnership; and (ii) shall, to the maximum extent permitted by applicable law, indemnify the Partnership for all Damages (including, without limitation, any withholding tax, penalties or interest suffered by the Partnership) arising as a result of such Partner's failure to comply with the above requirements in a timely manner. No consent of any Limited Partner shall be required as a condition precedent to any transfer, assignment, or other disposition of any such Partner's interest or other action taken pursuant to this Section 6.7.

6.8 Co-Investment. The General Partner may, in its sole discretion, permit one or more of the Limited Partners (but not necessarily all Limited Partners, and not necessarily on a *pro rata* or uniform basis among such Limited Partners to whom such opportunity is offered), to invest alongside the Partnership in an Investment. Notwithstanding any implication to the contrary in the foregoing, any participation by such Limited Partner in an Investment other than through the Partnership:

(a) will be entirely the investment decision and responsibility of such Limited Partner, and neither the General Partner nor any of its Affiliates will assume any risk, responsibility, or expense, or be deemed to have provided any advice or recommendation in connection with such participation in an Investment; and

(b) will not entitle such Limited Partner to participate in the management or control of the Investment.

6.9 Confidentiality of Information. The General Partner has the right to keep information confidential from the Limited Partners (and their respective agents and attorneys) for such period of time as the General Partner deems reasonable. Furthermore, each Limited Partner shall keep confidential and not disclose all information and materials regarding the Partnership in such Limited Partner's possession (whether or not such information or materials have been designated by the General Partner as Confidential Information) except to the extent (i) disclosure of such information or materials is required by law; (ii) the information or materials were previously known to such Limited Partner without a duty of confidentiality; or (iii) the information or materials becomes publicly known except through the actions or inactions of such Limited Partner. In the event any Limited Partner is required by law to disclose any

such information, such Limited Partner shall promptly notify the General Partner in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with the General Partner to preserve the confidentiality of such information consistent with applicable law.

6.10 Related Investment Funds.

(a) General. Notwithstanding any provision of this Agreement to the contrary, the General Partner or any Affiliate thereof may establish one or more Parallel Funds or Feeder Funds as provided in this Section 6.10.

(b) Parallel Funds.

(i) Prior to the Final Closing Date, the General Partner or an Affiliate thereof may, to accommodate legal, tax, regulatory or other considerations of certain investors, form one or more pooled investment vehicles either within or outside the United States (including, but not limited to, limited partnerships, limited liability companies, foreign limited companies, direct co-ownership vehicles, etc.) in each case having substantially the same terms as the Partnership to either co-invest with the Partnership (each, a "Parallel Fund") or to hold their interest in the Partnership (a "Feeder Fund"). Each Parallel Fund or Feeder Fund will be controlled by the General Partner or an Affiliate thereof and will be governed by organizational documents containing provisions substantially similar in all material respects to those of the Partnership, with such differences as may be required by the legal, tax, regulatory or other considerations referred to above. All references in this Section 6.10(b) to the partners of a Parallel Fund or a Feeder Fund shall be deemed to include all investors in a Parallel Fund or Feeder Fund formed as a vehicle other than a limited partnership.

(ii) With respect to each investment in which Parallel Funds participate (or propose to participate) with the Partnership, any investment expenses or any indemnification obligations related to such investment shall be borne by the Partnership and any Parallel Funds in proportion to the capital committed by each to such investment, provided that each Parallel Fund shall bear its share of the Partnership's Organizational Expenses in proportion to the respective capital contributions of the Partnership and the Parallel Funds, subject to such adjustment as the General Partner deems fair and equitable to the Partnership and the Parallel Funds.

(iii) Notwithstanding any provision of this Agreement to the contrary, in the event that the General Partner or an Affiliate thereof forms one or more Parallel Funds or Feeder Funds, the General Partner shall have full authority, without the consent of any Person, including any other Partner, to amend this Agreement as may be necessary or appropriate to facilitate the formation and operation of such Parallel Funds or Feeder Funds and the investments contemplated by this Section 6.10(b), and to interpret in good faith any provision of this Agreement, whether or not so amended, to give effect to the intent of the provisions of this Section 6.10(b). Accordingly, if any such Parallel Funds are formed, all references in this Agreement to the Partnership shall, where appropriate, be deemed to include any Parallel Funds and, in all cases where the vote, waiver or consent of Partners holding a specified percentage of the Percentage Interests is required, such vote, waiver or consent shall be calculated as if the Partnership and any Parallel Funds were one entity.

ARTICLE 7

THE ADVISORY BOARD

7.1 The Advisory Board. The advisory board of the Partnership is hereby established and shall be comprised of natural Persons selected and appointed by the General Partner (the "Advisory Board"). Initially, the Advisory Board shall be comprised of three members, namely: Navneet S. Chugh, Terry Adams and Srini Pulavarti. The General Partner may from time to time, in its sole discretion, (i) increase or decrease the size of the Advisory Board; (ii) remove members of the Advisory Board for any reason or no reason; and (iii) select and appoint new Advisory Board members to fill vacancies created by increases in the size of the Advisory Board and/or the removal, resignation, death or disability of Advisory Board members. The Advisory Board shall:

(a) review and determine in good faith whether to approve the resolution of potential conflicts, if any, for which the General Partner chooses to seek the Advisory Board's approval in accordance with clause (i) of Section 5.9(a);

(b) determine in good faith whether the General Partner has committed Disabling Conduct, in which case Partners holding at least 75% of the Percentage Interests may vote to end the Term of the Partnership; provided, that such vote must occur no later than 90 days following the date the Advisory Board gives notice to the General Partner of its finding of Disabling Conduct;

(c) determine in good faith whether to approve (which approvals shall not be unreasonably withheld), (i) any physician selected by Mohnish Pabrai or his Representatives to determine whether Mohnish Pabrai has a physical or mental illness which has rendered him incapable of making investment decisions on behalf of the General Partner for an aggregate of 180 days during any period of twelve consecutive months (a "Permanent Disability"); and (ii) any Person designated by Mohnish Pabrai or his Representatives to assume control of the General Partner in the event that Mohnish Pabrai dies or suffers a Permanent Disability (it being agreed and understood that no such Advisory Board approval shall be required unless and until Mohnish Pabrai changes his designee from Guy Spier);

(d) assist with the liquidation and dissolution of the Partnership in accordance with the terms of this Agreement; and

(e) provide such other advice and counsel as may be requested by the General Partner in connection with any other matter otherwise submitted to the Advisory Board by the General Partner; *provided* that the General Partner shall retain ultimate responsibility for making all decisions relating to the operation and management of the Partnership, including, without limitation, making all investment decisions.

All Advisory Board approvals, disapprovals, votes, determinations, and other actions will be authorized by a majority of the Advisory Board members pursuant to a meeting or written consent of a majority of the Advisory Board members. Meetings of the Advisory Board may be conducted in person, telephonically, or through the use of other communications equipment by means of which all persons participating in the meeting can communicate with each other. The Partnership shall reimburse each member of the Advisory Board for its reasonable out-of-pocket expenses incurred in connection with its proceedings (and any other compensation that may be approved by the General Partner acting in its sole discretion).

ARTICLE 8

BOOKS AND RECORDS

8.1 Fiscal Year. The fiscal year of the Partnership (herein called the "Fiscal Year") shall be the calendar year, and such fiscal period shall be the taxable period of the Partnership for federal income tax purposes. The fiscal quarter (herein called the "Fiscal Quarter") shall be the three-consecutive-month period beginning on January l, April 1, July 1, or October 1.

8.2 Retention. At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept full and true books of account of the business and investments of the Partnership, in which shall be entered fully and accurately each transaction of the Partnership. All of such books of account, together with an executed copy of the Certificate of Limited Partnership, and any amendments thereto, shall at all times be maintained at an office of the Partnership and shall be open to the inspection, examination and duplication by any Limited Partner or his representative at such time as may be mutually convenient to the General Partner and such Limited Partner.

8.3 Financial Reports.

(a) The Partnership shall furnish the Limited Partners within 180 days after the end of each Fiscal Year, combined financial statements for the Partnership for such year (audited by a firm of independent certified public accountants selected by the General Partner), together with valuations of the Partnership's Investments as of the end of such Fiscal Year.

(b) In general, the Partnership's financial statements shall be prepared in accordance with U.S. generally accepted accounting principles. Notwithstanding the foregoing, however, in an effort to protect the confidentiality of certain investment positions, the General Partner may determine in its sole discretion that it is desirable that the Partnership not disclose such investment positions in the Partnership's financial statements.

8.4 Access to Books and Records. Notwithstanding the provisions of Section 17-305(a) of the Delaware Act, the Partners acknowledge and agree that the trading and portfolio management strategy employed by the Partnership is proprietary, and the failure to maintain the confidential nature thereof could materially damage the Partnership and its business. Accordingly, in accordance with Section 17-305(b) of the Delaware Act, the General Partner may, subject to other applicable laws, keep confidential any and all information regarding the identity of the securities in which the Partnership maintains or has maintained an investment or any other information which could reasonably result in disclosure to the Limited Partners or any other Person (other than the Partnership's certified public accountants) of the identity of the securities in which the Partnership has invested. To the extent that under applicable law the Partnership is required to disclose to any Limited Partner its trading records, it is acknowledged and agreed that such trading records may be redacted in a manner which precludes disclosure of the identity of the securities purchased or sold, or any other information which is reasonably likely to permit the identification of such securities.

8.5 Tax Matters Partner. "Tax Matters Partner" means the General Partner. The Tax Matters Partner shall be entitled to take such actions on behalf of the Partnership in any and all proceedings with the Internal Revenue Service as it, in its reasonable business judgment, deems to be in the best interests of the Partnership without regard for whether such actions result in a settlement of tax matters favorable to some Partners and adverse to other Partners. The Tax Matters Partner shall be entitled to be reimbursed by the Partnership for all costs and expenses incurred by it in connection with any such proceeding and to be indemnified by the Partnership (solely out of Partnership assets) with respect to any action brought

against it in connection with the settlement of any such proceeding. Each Partner agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Tax Matters Partner to conduct such proceedings.

8.6 Tax Elections and Tax Accounting Methods. The General Partner may, in its sole discretion, make or revoke the election referred to in Section 754 of the Code or any similar provision enacted in lieu thereof as well as make any other election or use any tax accounting method provided for under the Code or the Treasury Regulations promulgated thereunder; *provided, however*, the General Partner shall not cause the Partnership to be treated as an association taxable as a corporation for U.S. federal income tax purposes without first obtaining the prior consent of Partners holding not less than a majority of the Percentage Interests.

8.7. Tax Returns and Information. As soon as reasonably practicable after the end of each Fiscal Year, the Partnership shall send to each Partner a copy of U.S. Internal Revenue Service Schedule K-1, and any comparable statements required by applicable U.S. state or local income tax law, with respect to such Fiscal Year. Each Partner shall be required to report for all tax purposes consistently with such information provided by the Partnership.

8.8. Withholding. Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to be necessary or appropriate to cause the Partnership to comply with any withholding requirements established under the Code or any other U.S. federal, state, local or non-U.S. law including, without limitation, pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner (including, without limitation, by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 4.3 in the amount of such withholding from such Partner.

ARTICLE 9

TERM AND TERMINATION

9.1 Termination. The Partnership shall be terminated and dissolved only upon the occurrence of any of the following events:

(a) voluntary resignation or withdrawal of the General Partner, or adjudication of bankruptcy or insolvency of the General Partner;

(b) upon the determination by the Advisory Board in good faith that the General Partner has committed Disabling Conduct and the affirmative vote of Partners holding at least 75% of the Percentage Interests to end the Term of the Partnership; provided, that such vote must occur no later than 90 days following the date the Advisory Board gives notice to the Limited Partners of its finding of Disabling Conduct;

(c) the election by the General Partner, upon 60 days' prior notice to the Limited Partners, to dissolve the Partnership;

(d) the continued conduct of the Partnership business becoming unlawful;

(e) upon the order of dissolution by a court of competent jurisdiction or upon any recognized process of dissolution as provided for by the laws of the State of Delaware.

9.2 Interest of Bankrupt General Partner. In the event of bankruptcy or dissolution of the General Partner, the Representative of the General Partner shall be deemed to be the assignee of the General Partner's interest, which interest shall continue at the risk of the Partnership business until the final determination of the Partnership. Upon the bankruptcy or withdrawal of the General Partner, neither the General Partner nor its Representative shall have any right to take part in the management of the Partnership.

9.3 Procedure. Upon the termination or dissolution of the Partnership, an accounting shall be made of the operations from the date of the last previous accounting to the date of such termination; and, thereupon, the General Partner (or, in the event that the dissolution is caused by the bankruptcy, dissolution, resignation, or withdrawal of the General Partner, such Person as may be designated by the Advisory Board after consulting with Mohnish Pabrai (a "Liquidator")) shall act as liquidating trustee and immediately proceed to wind up and terminate the business and affairs of the Partnership. Upon the termination or dissolution of the Partnership, the General Partner or such other liquidating trustee, as the case may be, shall, after paying all liabilities and providing for the cost of dissolution and reserves for unliquidated liabilities, distribute the remainder either in cash or in securities to the then Partners (or their Representatives) in accordance with Section 4.3(a) after taking into account transactions related to the liquidation of the Partnership. Upon the termination or dissolution of the Partnership, no Limited Partner shall be required to accept a distribution of a portfolio security which exceeds his Percentage Interest of such security. If the Partnership is wound up by a Liquidator, the Liquidator shall be entitled to reasonable compensation for his services in winding up the Partnership as agreed by the Partners holding more than 50% of the Percentage Interests.

ARTICLE 10

POWER OF ATTORNEY

10.1 Power of Attorney. Each of the Limited Partners does hereby constitute and appoint the General Partner as such Limited Partner's true and lawful representative and attorney-in-fact, in its, his or her name, place and stead to make, execute and file (i) a Certificate of Limited Partnership of the Partnership; (ii) any amendments thereof required to reflect any amendments hereof or any change in the membership of the Partnership or in the capital contributions of the Partners; (iii) any other amendments thereof required or permitted by law; (iv) any and all agreements, conveyances and/or other instruments that such Partner is required to sign in connection with the Reorganization and/or the Reporting Person Transaction pursuant to Section 5.3; and (v) all other instruments, documents and certificates which may be required by the laws of any jurisdiction in which the Partnership does business, or any political subdivision or agency thereof, to effectuate, implement or continue the valid and subsisting existence of the Partnership.

10.2 Irrevocable. The foregoing grant of authority:

(a) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death, bankruptcy, incompetency, insolvency or dissolution of a Limited Partner;

(b) may be exercised by the Person appointed as power of attorney for each Limited Partner by a facsimile signature or by listing all of the Limited Partners executing any instrument with his single signature as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest, except that where the transferee has been approved by the General Partner for admission to the Partnership as a substitute Limited Partner, the power of attorney shall survive the

delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect such substitution.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments to Partnership Agreement. The terms and provisions of this Agreement may be modified or amended at any time and from time to time with the written consent of the General Partner together with the consent of Partners holding not less than a majority of the Percentage Interests, insofar as is consistent with the laws governing this Agreement; *provided, however*, that, without the specific consent of each Partner affected thereby, no such modification or amendment shall (i) reduce the Capital Account of any Partner; (ii) change the respective liabilities of the General Partner and the Limited Partners; or (iii) amend this Section 11.1. Notwithstanding the foregoing to the contrary, this Agreement may be amended by the General Partner, in its sole discretion, without the consent of any Limited Partner, (a) to modify this Agreement in a manner that the General Partner determines is necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Securities pursuant to Section 3.4; (b) to modify this Agreement in a manner expressly permitted in this Agreement to be made by the General Partner acting alone (including, without limitation, the admission, substitution, withdrawal or removal of Partners in accordance with this Agreement); (c) to modify this Agreement in a manner that cures any ambiguity, provides clarity or corrects or supplements any provision herein which may be defective or inconsistent with any other provisions herein; (d) to add any obligation, representation, or warranty of the General Partner or surrender any right or power granted to the General Partner; or (e) to modify this Agreement in a manner that the General Partner determines does not adversely affect the Limited Partners considered as a whole (or adversely affect any particular class of Partnership Interests as compared to another class of Partnership Interests) in any material respect.

11.2 Merger and Consolidation. The Partnership may merge or consolidate with or into one or more Persons pursuant to an agreement of merger or consolidation which has been approved by the General Partner with the consent of Partners holding not less than a majority of the Percentage Interests. Any such agreement of merger or consolidation may (i) effect any amendment to this Agreement, if applicable; (ii) effect the adoption of a new partnership agreement for the Partnership if it is the surviving or resulting Person in such transaction or analogous organizational documents deemed appropriate by the General Partner acting in good faith (including a certificate of incorporation and bylaws if the surviving entity is a corporation); or (iii) provide that the partnership agreement or other organizational documents, as applicable, of any other constituent Person to such transaction shall be the organizational documents of the surviving or resulting Person.

11.3 Deemed Consent. In the event that the General Partner seeks in writing (a "Consent Notice") the consent or approval of the Limited Partners for any purposes hereunder, a Limited Partner to whom notice has been delivered pursuant to Section 11.4 hereof shall be deemed to have consented to or approved the matter as to which the General Partner has requested such consent, unless the General Partner receives, in writing, a response from such Limited Partner which provides that such Limited Partner is not willing to grant such consent or approval within fifteen (15) days of the delivery of the Consent Notice (or such longer period as specified by the General Partner in the Consent Notice).

11.4 Notices. Any notice, request, or demand required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or made if delivered personally, if sent postage prepaid by registered or certified mail, or sent by electronic mail in the case of (i) the General

Partner, Dalal Street, LLC, 1250 S. Capital of Texas Highway, Suite 1-520, Austin, Texas 78746-6414, or mp@dhandhofunds.com for notices, requests and demands delivered by electronic mail; and (ii) the Limited Partners, the last addresses or electronic mail address, as applicable, on file with the Partnership.

11.5 Entire Agreement. This Agreement constitutes the entire understanding of the General Partner and the Limited Partners with respect to the subject matter hereof. No modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by the party sought to be charged therewith; and no waiver of any breach or condition of this Agreement shall be deemed a waiver of any other or subsequent breach or condition, whether of like or different nature.

11.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

11.7 Captions and Gender. The captions of the Articles and Sections are for convenience and reference only, and are not to be considered in construing this Agreement. Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender shall include all genders.

11.8 Governing Law. This Agreement and all rights and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

11.9 Successors and Assigns. Subject to the restrictions on transferability contained herein, this Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefits of the Partners, both General and Limited, their respective legal representatives, heirs, successors and assigns.

11.10 Additional Instruments. Each Limited Partner hereby agrees upon request of the General Partner to execute and deliver, from time to time, such other certificates or other documents and to perform such acts as the General Partner may reasonably request, for the purposes of the Partnership.

11.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature pages follow]

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IN WITNESS WHEREOF, the General Partner and the Limited Partners have hereunto set their hands as of the day and year first above written.

GENERAL PARTNER:

DALAL STREET, LLC

By: ______________________________
Name: Mohnish Pabrai
Title: Managing Member

LIMITED PARTNERS:

Each Person who shall sign a Limited Partner Signature Page in the form attached in the Subscription Agreements and who shall be accepted by the General Partner to the Partnership as a Limited Partner.

Schedule A

Schedule of Partners

General Partner

Name and Address of Partner	Date of Admission	Capital Contribution	Units	Percentage Interest
Dalal Street, LLC 1250 S. Capital of Texas Highway, Suite 1-520, Austin, TX 78746-6414	February 28, 2014	$[ ]	[ ]	0.01%

Limited Partners

Name and Address of Partner	Date of Admission	Capital Contribution	Units	Percentage Interest
TOTAL				99.9%