

AGREEMENT OF LIMITED PARTNERSHIP

of

DHANDHO HOLDINGS, L.P.

AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement"), dated as of December 6, 2013, among Dalal Street, LLC, a California limited liability company (the "General Partner"), and the parties listed as Limited Partners on Schedule A hereto (the "Limited Partners" and, together with the General Partner, the "Partners").

The Partners, having formed a limited partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act as set forth in Title 6, Chapter 17, of the Delaware Code, as amended and in effect from time to time (the "Act") and desiring to memorialize the terms and conditions pursuant to which such limited partnership shall be operated and to agree to certain additional terms and conditions, hereby agree as follows:

1. Formation of Partnership. Upon the filing of the Certificate of Limited Partnership (the "Certificate") in the office of the Secretary of State of the State of Delaware, the Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act.

2. Name. The name of the Partnership shall be Dhandho Holdings, L.P.

3. Term. The Partnership shall commence upon the filing of the Certificate in the office of the Secretary of State for the State of Delaware and shall continue until terminated as provided in Section 14.

4. Purpose. The purpose of the Partnership shall be to carry on any lawful business, purpose or activity as may be permitted under the Act and as determined by the General Partner.

5. Principal Place of Business. The principal place of business of the Partnership shall be at such location as the General Partner, in its discretion, may determine.

6. Capital Contributions of the Partners. Each of the Partners shall, from time to time, upon the prior written request of the General Partner, contribute to the capital of the Partnership such Partner's Partnership Percentage (as set forth on Schedule A hereto) of any funds reasonably required by the Partnership in the discretion of the General Partner. If any Partner fails to make such a contribution of capital requested by the General Partner in the manner set forth in this Section 6, the General Partner shall prescribe such penalties as it deems necessary or appropriate, including without limitation the payment of interest and/or the forfeiture of the Partner's interest, provided that such penalties will not contravene any of the terms of this Agreement or provisions of applicable law.

7. Capital Accounts. There shall be established on the books of the Partnership for each Partner, as of the date of formation of the Partnership, an initial capital account. Such capital accounts shall at all times be maintained in accordance with Section 704(b) of the U.S. Internal Revenue Code of 1986, as amended, or any successor statute thereto, and the treasury regulations promulgated thereunder.

8. General Partner. The business and affairs of the Partnership shall be managed under the direction of the General Partner. The General Partner shall have full, exclusive and complete discretion to manage and control the business and affairs of the Partnership, to make all decisions affecting the business and affairs of the Partnership, and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Partnership, as set forth herein.

9. Tax Matters Partner. The "tax matters partner" shall be the General Partner.

10. Exculpation. The General Partner, the Limited Partners, any officers, directors, shareholders, members, managers, controlling persons, partners, employers, employees, representatives or agents of the General Partner or any of the Limited Partners (each, a "Covered Person") shall not be liable to the Partnership for any act or omission taken or suffered by such Covered Person in good faith and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Partnership and is within the scope of authority granted to such Covered Person by this Agreement; *provided*, that such acts or omissions do not represent such Covered Person's (i) gross negligence, willful misconduct or criminal activity, (ii) breach of material term of this Agreement, or (iii) a material violation of federal or state securities laws.

11. Indemnification. The Partnership shall, and hereby does, to the fullest extent permitted by applicable law, indemnify, hold harmless and release each Covered Person from and against all claims, demands, liabilities, costs, expenses, attorney's fees, damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, known or unknown, liquidated or unliquidated, including any of the foregoing incurred under or required to be indemnified against or reimbursed under, or requiring contribution under, this Agreement ("Claims"), suffered or sustained by reason of being or having been a Covered Person, or arising out of or in connection with any action or failure to act on the part of such Covered Person, including, but not limited to, amounts paid in satisfaction of judgments, in compromise or as fines or penalties, and counsel fees and expenses incurred in connection with the preparation for or defense or disposition of any investigation, action, suit, arbitration or other proceeding (a "Proceeding"), whether civil or criminal except to the extent that such Claims, and any expenses incurred in connection with the defense of any Proceeding, shall have been determined by final judgment (or settlement tantamount thereto) to be primarily attributable to (i) gross negligence, willful misconduct or criminal activity of such Covered Person, (ii) a breach of a material term of this Agreement by such Covered Person, or (iii) a material violation of federal or state securities laws by such Covered Person.

12. Allocation of Profits and Losses. All profits and losses of the Partnership for each fiscal year (or part thereof) shall, unless otherwise agreed by the Partners, be allocated among the Partners *pro rata* in accordance with their respective Partnership Percentages (as set forth on Schedule A hereto).

13. Distributions. After providing for payment of current debts and obligations of the Partnership, the General Partner may, from time to time, in its discretion, make distributions out of Partnership assets to the Partners *pro rata* in accordance with their respective Partnership Percentages.

14. Dissolution. The Partnership shall be dissolved on the earlier to occur of (i) the unanimous written consent of the Partners and (ii) the entry of a decree of judicial dissolution of the Partnership.

15. Winding Up. After the dissolution of the Partnership, the business of the Partnership shall be wound up as promptly as is practicable and the assets of the Partnership, after paying or reserving for all liabilities of the Partnership, shall be distributed to the Partners *pro rata* in accordance with their respective capital account balances.

16. Fiscal Year. The fiscal year of the Partnership shall end on December 31.

17. Power of Attorney; Appointment. Each of the Limited Partners hereby irrevocably makes, constitutes and appoints the General Partner, and any successor general partner, as its true and lawful attorney, to make, sign, execute, acknowledge, swear to and file with respect to the Partnership:

- (a) any document needed to qualify the Partnership to do business in any jurisdiction
- (b) in which such qualification is necessary, as determined by the General Partner, in its discretion; all amendments to this Agreement adopted in accordance with Section 21; and

(c) all amendments to the Certificate.

18. Appointment Coupled with Interest. The foregoing appointments are coupled with an interest and are irrevocable.

19. Notice. Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given when delivered by personal delivery or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given at its address set forth on Schedule A (or at such other address as shall be stated in a notice similarly given).

20. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

21. Amendments. No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by all of the Partners.

22. Assignments. No Partner may assign all or any portion of his, her, or its partnership interest herein without the prior written consent of the General Partner.

23. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:

DALAL STREET, LLC

By: _____
Name: Mohnish Pabrai
Title: Managing Member

LIMITED PARTNER:

DALAL STREET, LLC

By: _____
Name: Mohnish Pabrai
Title: Managing Member

SCHEDULE A

Name and Address of Partner

Partnership Percentage

General Partner:

Dalal Street, LLC
1220 Roosevelt, Suite 200
Irvine, California 92620-3667

99.9%

Limited Partner:

Dalal Street, LLC
1220 Roosevelt, Suite 200
Irvine, California 92620-3667

0.1%