

ATTACHMENT 2

Exhibit A

AGREEMENT OF LIMITED PARTNERSHIP

PHIDIPIDES CAPITAL, LP

**General Partner
PHIDIPIDES CAPITAL MANAGEMENT, LLC**

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August 12, 2008

THE LIMITED PARTNERSHIP INTERESTS CREATED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED OTHER THAN WITH THE CONSENT OF THE GENERAL PARTNER (AS SUCH TERM IS DEFINED HEREIN) AND AS PERMITTED UNDER APPLICABLE SECURITIES LAWS.

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the time any such reserves are established) until such time, if any, as such reserves are reversed. Reserves, when reversed, shall be allocated among the Partners' Basic Capital Accounts based on their respective Basic Partnership Percentages as of the date such reserves were established or as of the date of the reversal of such reserves, as the General Partner may determine in its discretion. The General Partner may also establish similar reserves, as the General Partner may determine in its discretion. The General Partner may also establish similar reserves with regard to each Designated Investment, which reserves (A) shall be applied and reversed with respect to the Capital Accounts participating in such Designated Investment in accordance with such Capital Accounts' Designated Investment Percentages, and (B) may be applied and reversed against either the Basic Capital Accounts or Special Capital Accounts of such Capital Accounts, as determined in the sole and absolute discretion of the General Partner.

2.05 Operating Expenses. In addition to the Management Fee payable to the General Partner, or any Investment Manager, as provided for in Section 2.06, the Partnership shall bear all the costs and expenses of its business, including but not limited to legal, tax, accounting, auditing, valuation, consulting, insurance (D&O, E&O, etc.) and other professional expenses, administration fees and expenses, middle-office and back-office expenses, research expenses (including but not limited to research related travel), due diligence expenses (including but not limited to due diligence related travel, consultant and expert fees and background checks), regulatory compliance expenses, and investment expenses such as commissions, trading services and support, interest on margin accounts and other indebtedness, custodial fees, bank service fees and other expenses related to the purchase, sale or transmittal of Partnership assets. The Partnership shall also bear all extraordinary expenses, including, without limitation, fees and expenses related to litigation, Partnership proceedings or examinations related to the Internal Revenue Service, the Securities and Exchange Commission or other governmental bodies or self regulatory organizations. The General Partner shall be responsible for and shall pay, or cause to be paid, all ordinary overhead expenses and general operating costs, including but not limited to rent, secretarial expenses, stationery and supplies, charges for furniture and fixtures and employee compensation. The General Partner may in its sole and absolute discretion specially allocate certain costs and expenses to specific Designated Investments by allocating such costs and expenses to the Basic Capital Accounts or Special Capital Accounts of the Partners participating in such Designated Investments in accordance with their Designated Investment Percentages.

2.06 Management Fee. The General Partner (or an Investment Manager pursuant to the terms of an investment management agreement) shall receive a management fee, payable in advance as of the close of the last day of each calendar quarter, equal to 0.25% (the "Management Fee") of the balance of each Capital Account of each Limited Partner as of the close of the last day of such calendar quarter (provided that, for avoidance of doubt, the General Partner shall not receive such Management Fee with respect to any Capital Account (or portion thereof) withdrawn on such date). In addition, immediately following each Capital Contribution, the Management Fee shall be payable in advance with respect to each such Capital Contribution and pro rated in the case of Capital Contributions made on other than the first day of a calendar quarter.

The Management Fee shall be debited directly from each Basic Capital Account of each Limited Partner as of the date of a Capital Contribution with respect thereto and as of the close of the last day of each calendar quarter and generally paid to the General Partner or an Investment Manager, as the case may be, within ten (10) days after such Capital Contribution or the end of such calendar quarter, as if to a third party and not credited to any Capital Account. If a Limited Partner retains all or a portion of any Special Capital Account after withdrawing all of his, her or its Basic Capital Account balances or if a Limited Partner's Basic Capital Account balances are insufficient to cover the Management Fee, such Limited Partner shall continue to pay Management Fees (and other expenses) with regard to any Special Capital Account held by him, her or it, provided, that in order to comply with Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code"), such Management Fees (and other expenses) shall be paid with respect to the Special Capital Accounts held by such Limited Partner currently either (i) by the General Partner withholding sufficient amounts prior to the full withdrawal of all of such Limited Partner's Basic Capital Account balances to pay all such Management Fees (and other expenses) currently over the anticipated holding period of each such Special Capital Account or (ii) in the event the amounts withheld pursuant to sub-clause (i) are not sufficient to make such current payments, by (A) requiring such Limited Partner to pay such Management Fees (and other expenses) on a semi-annual basis, or (B) having the Partnership borrow sufficient amounts to make such current payments and allocate the cost of such borrowing to such Limited Partner. In the event a Limited Partner makes a Capital Withdrawal prior to the end of a calendar quarter, the General Partner (or Investment Manager, as applicable) will retain any prepaid Management Fee.