

NOW THEREFORE, the parties hereto amend and restate the Amended and Restated Limited Partnership Agreement, which is replaced and superseded in its entirety by this Agreement, as follows:

## ARTICLE I

### General Provisions

Sec. 1.01 Formation of the Partnership. The Partnership was formed as a limited partnership under the Act, by the filing of the Certificate of Limited Partnership of the Partnership with the Office of the Secretary of State of the State of Delaware on June 30, 2016.

Sec. 1.02 Partnership Name and Address. The name of the Partnership is Hudson Bay Fund LP. Its principal office is located at 777 Third Avenue, 30th Floor, New York, NY 10017, or at such other location as the General Partner (as defined in Sec. 1.05) in the future may designate. The General Partner shall promptly notify the Limited Partners (as defined in Sec. 1.05) of any change in the Partnership's address.

Sec. 1.03 Registered Agent and Registered Office. The Registered Agent for the Partnership is Cogency Global Inc. The address of the registered office of the Partnership in the State of Delaware is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904.

Sec. 1.04 Fiscal Year. The fiscal year of the Partnership (the "fiscal year") shall end on December 31 of each calendar year.

Sec. 1.05 Liability of Partners. The names of all of the Partners and the amounts of their respective contributions to the Partnership (the "Capital Contributions") are set forth in the books and records of the Partnership at the Partnership's principal office (as set forth in Sec. 1.02).

Hudson Bay Capital Associates LLC shall be the general partner (the "General Partner") and shall have unlimited liability for the repayment and discharge of all debts and obligations of the Partnership.

The Partners designated in the books and records of the Partnership as limited partners (collectively, the "Limited Partners"), and former Limited Partners, shall be liable for the repayment and discharge of all debts and obligations of the Partnership attributable to any fiscal year (or relevant portion thereof) during which they are or were Limited Partners of the Partnership to the extent of their respective Interests (as defined below) in the fiscal year (or relevant portion thereof) to which any such debts and obligations are attributable, except as provided in Sec. 5.05(f).

Subject to Sec. 5.05(f), the Partners and all former Partners shall share all losses, liabilities or expenses suffered or incurred by virtue of the operation of the preceding paragraphs of this Sec. 1.05 in proportion to their respective Partnership Percentages (as defined in Sec. 3.04) for the fiscal year (or relevant portion thereof) to which any debts or obligations of the Partnership are attributable. Subject to Sec. 5.05(f), a Limited Partner's or former Limited