

with the Partnership, any investment made or held by the Partnership, the Master Fund or the Old Domestic Fund or this Agreement unless such action or inaction was made in bad faith or constitutes fraud, willful misconduct or gross negligence, or for any act or omission of any broker or agent of the Partnership or the Master Fund or the Old Domestic Fund, as the case may be, provided that such broker or agent was selected, engaged or retained by the Partnership in accordance with the standard set forth above. Each of the General Partner and Affiliates may consult with counsel and accountants in respect of the Partnership's affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected in accordance with the standard above.

Notwithstanding any of the foregoing to the contrary, the provisions of this Sec. 2.05 shall not be construed so as to provide for the exculpation of the General Partner or Affiliate for any liability (including liability under Federal securities laws which, under certain circumstances, impose liability even on persons that act in good faith), to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Sec. 2.05 to the fullest extent permitted by law.

Sec. 2.06 Indemnification of the General Partner. To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless the General Partner, each Affiliate and the legal representatives of any of them (an "Indemnified Party"), from and against any loss, cost or expense suffered or sustained by an Indemnified Party by reason of (i) any acts, omissions or alleged acts or omissions arising out of or in connection with the Partnership, any investment made or held by the Partnership or this Agreement, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim, provided that such acts, omissions or alleged acts or omission upon which such actual or threatened action, proceeding or claim are based were not made in bad faith or did not constitute fraud, willful misconduct or gross negligence by such Indemnified Party, or (ii) any acts or omissions, or alleged acts or omissions, of any broker or agent of any Indemnified Party, provided that such broker or agent was selected, engaged or retained by the Indemnified Party in accordance with the standard above. The Partnership shall, in the sole discretion of the General Partner, advance to any Indemnified Party reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any action or proceeding that arises out of such conduct. In the event that such an advance is made by the Partnership, the Indemnified Party shall agree to reimburse the Partnership for such fees, costs and expenses to the extent that it shall be determined that it was not entitled to indemnification under this Sec. 2.06. The foregoing provisions shall survive the termination of this Agreement.

Notwithstanding any of the foregoing to the contrary, the provisions of this Sec. 2.06 shall not be construed so as to provide for the indemnification of the General Partner or Affiliate for any liability (including liability under Federal securities laws which, under certain circumstances, impose liability even on persons that act in good faith), to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but shall be construed so as to effectuate the provisions of this Sec. 2.06 to the fullest extent permitted by law.