

Proprietary and Confidential

indirectly through the Partnership (or by the Indemnitee against the Partnership and/or the General Partner).

12.2.4 Insurance.

At its election, the General Partner may cause the Partnership to purchase and maintain insurance, at the expense of the Partnership and to the extent available, for the protection of any Indemnitee or potential Indemnitee against any liability incurred in any capacity which results in such Person being an Indemnitee (provided that such Person is serving or has served in such capacity at the request of the Partnership or the General Partner), whether or not the Partnership has the power to indemnify such Person against such liability. The General Partner may purchase and maintain insurance on behalf of and at the expense of the Partnership for the protection of any officer, director, manager, employee or other agent of any other organization in which the Partnership owns an interest or of which the Partnership is a creditor against similar liabilities, whether or not the Partnership has the power to indemnify any Person against such liabilities.

12.2.5 Successors.

The foregoing right of indemnification shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee.

12.2.6 Rights to Indemnification from Other Sources.**12.2.6.1 Indemnification from Other Sources.**

The rights to indemnification and advancement of expenses conferred in this 12.2 shall not be exclusive and shall be in addition to any rights to which any Indemnitee may otherwise be entitled or hereafter acquire under any law, statute, rule, regulation, charter document, by-law, contract or agreement.

12.2.6.2 Priority of Indemnity Obligations.

If an Indemnitee is entitled to indemnification in respect of the same claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability from the Partnership pursuant to this Article 12 and from one or more Third-Party Indemnifiers (or their insurance providers, as applicable), then the Partnership shall make indemnification payments to such Indemnitee under this 12.2 with respect to such claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability only to the extent that (i) the amount of indemnification payments that the Partnership would otherwise be required to make under this 12.2 in the absence of such right to indemnification from such Third-Party Indemnifiers exceeds (ii) the aggregate amount of indemnification payments actually received by such Indemnitee with respect to such claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability from such Third-Party Indemnifiers. Solely for purposes of clarification, and without expanding the scope of indemnification pursuant to this 12.2, the Partners hereby expressly intend that the provisions of this 12.2.6.2 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments to an Indemnitee, with any applicable Third-Party Indemnifiers having primary liability, the Partnership having only secondary liability, and the General Partner having only tertiary liability. In the event the Partnership makes any indemnification payments to an Indemnitee with respect to a claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability, the Partnership shall be, automatically and without the need for any further action on the part of any Person, subrogated to the Indemnitee's rights to pursue a claim for indemnification from a Third-Party Indemnifier with respect to such claim, demand, controversy, dispute,