

Proprietary and Confidential

Appendix II, and the remaining assets of the Partnership shall then be distributed to the Partners in cash (to the extent feasible) or in kind, in the sole discretion of the liquidator, in proportion to the positive balances in their respective Capital Accounts, after such Capital Accounts have been adjusted to reflect any Net Gain or Net Loss attributable to a distribution in kind. During the liquidation of the Partnership, the liquidator shall furnish to the Partners the financial statements and other information specified in 14.2, subject to 14.7.8.

10.3 EXPENSES OF LIQUIDATOR.

The expenses incurred by the liquidator in connection with winding up the Partnership and reasonable compensation for the services of the liquidator (if any) shall be borne by the Partnership. If the General Partner serves as the liquidator, it shall not be entitled to additional compensation for providing services in such capacity as long as it or an Affiliate continues to be entitled to payments of the Management Fees.

10.4 DURATION OF LIQUIDATION.

A reasonable time shall be allowed for the winding up of the affairs of the Partnership in order to minimize any losses that might otherwise result. The liquidator shall use commercially reasonable efforts to carry out the liquidation in conformity with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(g), but will not be bound to do so or liable to any Partner for failure to do so.

10.5 LIABILITY FOR RETURNS.

10.5.1 General.

The liquidator, the General Partner and their respective partners, members, stockholders, officers, directors, managers, employees, agents and Affiliates shall not be personally liable for the return of the capital contributions of any Partner.

10.5.2 Limited Partner Obligations.

No Limited Partner shall be obligated to restore to the Partnership any amount with respect to a negative Capital Account; *provided, however*, that this provision shall not affect the obligations of Partners to make their agreed-upon capital contributions and any other payments to the Partnership that are required under this Agreement or applicable law, including without limitation pursuant to 12.4.

ARTICLE 11 - LIMITATIONS ON TRANSFERS AND WITHDRAWALS

11.1 TRANSFERS OF LIMITED PARTNERSHIP INTERESTS.

11.1.1 General.

No assignment, pledge, mortgage, hypothecation, sale or other disposal of or encumbrance (each such act, a "Transfer") of a Limited Partner's interest in the Partnership, in whole or in part, shall be made other than pursuant to this 11.1. Any attempted Transfer of all or any part of a Limited Partner's interest in the Partnership without compliance with this Agreement shall be void. Each Transfer (a) shall be subject to all of the terms, conditions, restrictions and obligations set forth in this Agreement and (b) shall be evidenced by a written agreement executed by the transferor, the transferee(s) and the General Partner, in form and substance satisfactory to the General Partner, and be effective as of the first day or last day of a fiscal quarter (unless otherwise agreed to by the General Partner).