

(b) Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or equity, to the fullest extent permitted by law, whenever in this Agreement the General Partner or Investment Manager is permitted or required to make a decision (i) in its “**sole discretion**” or in its “**discretion**” or under a similar grant of authority or latitude, the General Partner or Investment Manager shall be entitled to consider only such interests and factors as it desires, and may consider its own interests and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or the Limited Partners, or (ii) in its “**good faith**” or under another express standard, to the fullest extent permitted by applicable law, the General Partner or Investment Manager shall act under such express standard and shall not be subject to any other or different standard.

**Section 9.03. Indemnification.** To the fullest extent permitted by applicable law, the Partnership shall indemnify and hold harmless each of the Indemnified Persons from and against any and all liabilities, obligations, losses, damages, fines, taxes and interest and penalties thereon, claims, demands, actions, suits, proceedings (whether civil, criminal, administrative, investigative or otherwise), costs, expenses and disbursements (including legal and accounting fees and expenses, costs of investigation and sums paid in settlement) of any kind or nature whatsoever and howsoever arising (collectively, “**Claims and Expenses**”) which may be imposed on, incurred by or asserted at any time against such Indemnified Person in any way related to or arising out of this Agreement, the Partnership, the Master Fund or the management or administration of the Partnership or in connection with the business or affairs of the Partnership or the activities of such Indemnified Person on behalf of the Partnership (including serving on any committee of the Master Fund); *provided* that no Indemnified Person shall be entitled to indemnification hereunder if it shall have been determined by a final judgment of a court of competent jurisdiction that the Claims and Expenses are primarily attributable to such Person’s fraud, willful misfeasance or gross negligence. This Section 9.03 should not be construed as indemnifying, or attempting to indemnify, the Investment Manager against any liability (including liability under United States federal securities laws which under certain circumstances impose liability on Persons who act in good faith) to the extent, but only to the extent, indemnifying the Investment Manager would be in violation of applicable law.

**Section 9.04. Advancement of Expenses.** To the fullest extent permitted by applicable law, the Partnership shall pay the expenses (including reasonable legal fees and expenses and costs of investigation) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding as such expenses are incurred by such Indemnified Person and in advance of the final disposition of such matter; *provided* that such Indemnified Person undertakes to repay such expenses if it is determined by a final judgment of a court of competent jurisdiction that such Indemnified Person is not entitled to be indemnified pursuant to Section 9.03.

**Section 9.05. Notice of Proceedings.** Promptly after receipt by an Indemnified Person of notice of the commencement of any proceeding against such Indemnified Person, such Indemnified Person shall, if a claim for indemnification in respect thereof is to be made against the Partnership, give written notice to the General Partner (or, if the Indemnified Person is the General Partner, then to the Investment Manager) of the commencement of such proceeding, *provided* that the failure of an Indemnified Person to give notice as provided herein shall not relieve the Partnership of its obligations under Sections 9.03 and 9.04, except to the extent that