

the Partnership is actually prejudiced by such failure to give notice. In case any such proceeding is brought against an Indemnified Person, after the Partnership has acknowledged in writing its obligation to indemnify and hold harmless the Indemnified Person, the Partnership will be entitled to assume the defense of such proceeding (with counsel reasonably satisfactory to the Indemnified Person); *provided* that (i) the Indemnified Person shall be entitled to participate in such proceeding and to retain its own counsel at its own expense and (ii) if the Indemnified Person shall give notice to the Partnership that in its good faith judgment certain claims made against it in such proceeding could have a material adverse effect on the Indemnified Person or its Affiliates other than as a result of monetary damages, the Indemnified Person shall have the right to control (at its own expense and with counsel reasonably satisfactory to the Partnership) the defense of such specific claims made against the Indemnified Person. After notice from the Partnership to such Indemnified Person acknowledging the Partnership's obligation to indemnify and hold harmless the Indemnified Person and electing to assume the defense of such proceeding, the Partnership will not be liable for expenses subsequently incurred by such Indemnified Person in connection with the defense thereof. The Partnership will not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Person of a release from all liability arising out of the proceeding and claims asserted therein.

Section 9.06. Insurance. The Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall, in its discretion, deem reasonable, on behalf of Indemnified Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Partnership or such Indemnified Persons, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement or by law.

ARTICLE 10

TRANSFERS OF INTERESTS

Section 10.01. Transfer of a Limited Partner's Interest. (a) A Limited Partner may not sell, assign, transfer, grant a participation in, pledge, hypothecate, encumber or otherwise dispose of (such transaction being herein collectively called a "**Transfer**") all or any fraction of such Limited Partner's Interest except (i) with the prior written consent of the General Partner, which consent may be given or withheld in the sole discretion of the General Partner and (ii) in accordance with and as specifically permitted by the provisions of this Agreement.

(b) A Person acquiring a Limited Partner's Interest pursuant to this Article 10 shall not be admitted as a substituted Limited Partner except in accordance with the requirements of Section 10.02. A Limited Partner whose Interest is transferred pursuant to Section 3.04 shall be bound by the provisions of this Article 10.

(c) The Incapacity of a Limited Partner shall not dissolve or terminate the Partnership. Upon the occurrence of any such event, the trustee in bankruptcy or other legal representative of such Limited Partner shall have only the rights of an assignee of the right to receive Partnership distributions applicable to the Interest of such Incapacitated Limited Partner,