ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (the "***Agreement***") dated as of June 7, 2007, between each of the assignors listed on Annex A hereto under the heading "*Name of Assignor*" (each, an "***Assignor***") and Black Family Partners, L.P. (the "***Assignee***").

Recitals:

A. Each Assignor is currently a limited partner of the limited partnerships listed opposite its name on Annex A hereto under the heading "*Name of Limited Partnership*" (the "***Partnerships***") and holds a limited partner interest in each such Partnership (a "***Partnership Interest***").

B. Each Assignor is currently a member of the limited liability companies listed opposite its name on Annex B hereto under the heading "*Name of Company*" (the "***LLCs***") and holds a limited liability company interest in each such LLC (an "***LLC Interest***").

C. Each Assignor is currently a stockholder of the companies listed opposite its name on Annex C hereto under the heading "*Name of Company*" (the "***Companies***") and holds shares of stock in each such Company (the "***Stock***").

D. The Assignors desire to set over, assign and transfer 100% of their Partnership Interests in the relevant Partnerships (each, a "***Transferred Partnership Interest***") to the Assignee pursuant to the Transfer Provisions (as defined below) of the respective limited partnership agreements of each such Partnership (such limited partnership agreements are set forth in Annex A under the heading "*Partnership Agreement*" and are collectively referred to herein as the "***Partnership Agreements***"), with effect on the books and records of such Partnership as of June 7, 2007 (the "***Effective Date***"), and the Assignee desires to hereby assume the obligations of each Assignor as a limited partner of the respective Partnership with respect to the applicable Transferred Partnership Interest pursuant to the terms of the applicable Partnership Agreement, with effect as of the Effective Date.

E. The Assignors desire to set over, assign and transfer 100% of their LLC Interests in the relevant LLCs (each, a "***Transferred LLC Interest***") to the Assignee pursuant to the Transfer Provisions of the respective limited liability company agreements of each such LLC (such limited liability company agreements are set forth in Annex B under the heading "*Limited Liability Company Agreements*" and are collectively referred to herein as the "***LLC Agreements***"), with effect on the books and records of such LLC as of the Effective Date, and the Assignee desires to hereby assume the obligations of each Assignor as a member of the respective LLC with respect to the applicable Transferred LLC Interest pursuant to the terms of the applicable LLC Agreement, with effect as of the Effective Date.

F. The Assignors desires to set over, assign and transfer 100% of their Stock in each of the Companies (the "***Transferred Stock***" and, together with the Transferred Partnership

Interests and the Transferred LLC Interests, the "***Transferred Interests***") to the Assignee pursuant to the Transfer Provisions of the respective organizational documents of each such Company (such organizational documents are set forth in Annex B under the heading "*Charter Document*" and are collectively referred to herein as the "***Charter Documents***"), with effect on the books and records of such Company as of the Effective Date, and the Assignee desires to assume the obligations of each Assignor as a stockholder of the respective Company with respect to the applicable Transferred Stock pursuant to the terms of the applicable Charter Documents, with effect as of the Effective Date.

G. The assignment and assumption effected by this instrument are permitted pursuant to the Transfer Provisions of the respective Partnership Agreements, LLC Agreements, and the Charter Documents. "***Transfer Provisions***" shall mean, collectively, the transfer provisions of each Partnership Agreement, LLC Agreement and Charter Document set forth in Annex A, Annex B, and Annex C under the heading "*Transfer Provisions*."

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Assignment

The Assignors hereby assign, transfer, convey and deliver to the Assignee such Assignor's respective Transferred Interests, together with all associated rights, privileges, restrictions and obligations related to each such Transferred Interest, with effect as of the Effective Date. Each Transferred Interest is transferred and assigned to the Assignee, as of the Effective Date, free and clear of any liens, claims or encumbrances except for such restrictions as are imposed by the applicable Partnership Agreement, LLC Agreement or Charter Document. Each of the Assignors and the Assignee acknowledges and agrees that, upon the substitution of the Assignee in place of the Assignor as a limited partner in the relevant Partnership (a "***Limited Partner***"), a member in the relevant LLC (a "***Member***") or a shareholder in the relevant Company (a "***Shareholder***") with respect to a Transferred Interest, the Assignee shall be recorded on the relevant entity's books and records as the owner of such Transferred Interest with effect as of the Effective Date and the Assignor shall thereafter be released from all obligations arising in respect of such Transferred Interest and shall cease to be a Limited Partner, Member or Shareholder to the extent of such Transferred Interest.

2. Assumption

The Assignee hereby accepts the assignment of the Transferred Interests and hereby (a) agrees to become a substitute Limited Partner in the Partnership with respect to the applicable Transferred Partnership Interest in the place and stead of each Assignor and to join in and be bound by all of the terms of the applicable Partnership Agreement, (b) agrees to become a substitute Member in the LLC with respect to the applicable Transferred LLC Interest in the place and stead of each Assignor and to join in and be bound by all of the terms of the applicable LLC Agreement, (c) agrees to become a substitute Shareholder in the Company with respect to the applicable Transferred Stock in

EFTA00592065