

## 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, [REDACTED] (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

the place and stead of each Assignor pursuant to the terms of the applicable Charter Document and (d) undertakes and agrees to comply with and be bound by all of the obligations associated with Transferred Interests from and after the Effective Date.

### 3. Representations of Assignee

- a. The Assignee is a limited partnership organized in Delaware that is authorized and qualified to hold a limited partner interest, limited liability company interest or shares of stock in its respective Partnership, LLC or Company and otherwise to comply with its obligations under this Agreement; the person signing this Agreement on behalf of the Assignee has been duly authorized by the Assignee to do so; and this Agreement has been duly executed and delivered on behalf of the Assignee and is the valid and binding agreement of the Assignee, enforceable against the Assignee in accordance with its terms. Upon the request of any of the general partners of the Partnerships listed on Annex A hereto under the heading "*General Partner*" (each, a "*General Partner*"), of any manager of the LLCs listed on Annex B under the heading "*Managers*" (each, a "*Manager*"), or of any Director of Companies listed on Annex C under the heading "*Directors*" (each, a "*Director*"), the Assignee will deliver any documents which may be reasonably requested by such General Partner, Manager or Director to evidence or confirm the legality of an investment in such Partnership, LLC or Company and the authority of the person executing this Agreement on behalf of the Assignee.
- b. The Assignee, together with such tax, legal and financial advisors as it has chosen to consult, has sufficient knowledge and experience in business and financial matters to evaluate the merits and the risks of an investment in its respective Transferred Interest, and the Assignee, fully aware of the risks involved, has determined that an investment in the Transferred Interests is consistent with the Assignee's investment objectives. The Assignee is relying solely on the Assignee's own tax advisors with respect to the tax factors relating to an investment in the Transferred Interests.
- c. The Assignee understands that no transfer of any Transferred Interests may be made without compliance with the relevant Transfer Provisions, including, but not limited to, necessary consents specified in the respective Partnership Agreement, LLC Agreement, or the Charter Document, and the Assignee agrees that it will not sell or otherwise transfer any Transferred Interests (or any participation or beneficial interest therein) without complying with such Transfer Provisions. Any attempted transfer without such compliance shall be null and void.
- d. The Assignee acknowledges and agrees that the General Partner of any Partnership, the Managers of any LLC and the Directors of any Company may release confidential information about it and, if applicable, any related person, to regulatory or law enforcement authorities, if such General Partner, Manager or Director, in their sole discretion, determines that it is in the best interest of such Partnership, LLC or Company to do so.

**4. Benefit of the Partnership and General Partner**

Each of the Assignors and the Assignee expressly agree, acknowledge and confirm that each of the General Partners, each of the Partnerships, each of the Managers, each of the LLCs, each of the Directors and each of the Companies are intended to be, and will be, third party beneficiaries of any and all undertakings, agreements, and representations made herein by the Assignors and the Assignee as if each such General Partner, each such Partnership, each such Manager, each such LLC, each such Director and each such Company were parties hereto, notwithstanding that they are not parties to this Agreement.

**5. Notice**

This instrument shall constitute any notice of transfer required by each of the Partnership Agreements, the LLC Agreements or the Charter Documents.

**6. Consent**

Pursuant to the Transfer Provisions of each Partnership Agreement, each General Partner and each required Manager, as appropriate, hereby consents to the transfer of the applicable Transferred Interest between the Assignors and the Assignee as contemplated by this Agreement and, upon consummation of the matters contemplated hereby, the Assignee shall be recognized as a Limited Partner of the respective Partnership and a Member of the respective LLC on and from the Effective Date. In that regard and subject to the execution, delivery and performance of this Agreement by the Assignors and the Assignee, the Assignee shall be substituted as a Limited Partner of the respective Partnership and a Member of the respective LLC, with effect as of the Effective Date, in place of the Assignor in respect of the applicable Transferred Interest and the Assignor shall thereupon be released from any and all obligations associated with the applicable Transferred Interest from the Effective Date.

**7. Counterparts**

This Agreement may be executed in two or more counterparts, and by facsimile or other electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

*Assignee:*

**BLACK FAMILY PARTNERS, [REDACTED]**

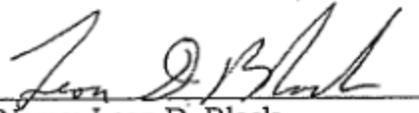
By: Black Family GP, LLC  
its general partner

By:   
Name: Leon D. Black  
Title: Manager

WITH RESPECT TO APOLLO MANAGEMENT HOLDINGS, [REDACTED] P.:

*Assignor:*

**LBF HOLDINGS, LLC**

By:   
Name: Leon D. Black  
Title: Manager

*Consented to by:*

**APOLLO MANAGEMENT HOLDINGS GP, LLC**

By: \_\_\_\_\_  
Name: John J. Suydam  
Title: Vice President

WITH RESPECT TO APOLLO MANAGEMENT HOLDINGS, [REDACTED]:

Assignor:

**LBF HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Leon D. Black  
Title: Manager

Consented to by:

**APOLLO MANAGEMENT HOLDINGS GP, LLC**

By:   
Name: John J. Suydam  
Title: Vice President

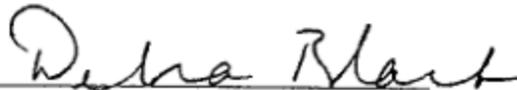
WITH RESPECT TO APOLLO PRINCIPAL HOLDINGS II, [REDACTED]:

Assignors:

**LEON D. BLACK**



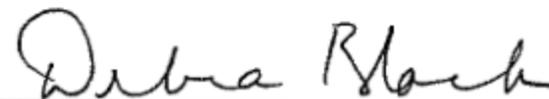
**1992 TRUST FOR JOSHUA MAX BLACK**

By:   
Name: Debra Black  
Title: Trustee

By: \_\_\_\_\_  
Name: Barry Cohen  
Title: Trustee

By: \_\_\_\_\_  
Name: John Hannan  
Title: Trustee

**1992 TRUST FOR BENJAMIN ELI BLACK**

By:   
Name: Debra Black  
Title: Trustee

By: \_\_\_\_\_  
Name: Barry Cohen  
Title: Trustee

By: \_\_\_\_\_  
Name: John Hannan  
Title: Trustee

WITH RESPECT TO APOLLO PRINCIPAL HOLDINGS II, [REDACTED]:

Assignors:

LEON D. BLACK

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1992 TRUST FOR JOSHUA MAX BLACK

By:

\_\_\_\_\_  
Name: Debra Black  
Title: Trustee

By:

\_\_\_\_\_  
Name: Barry Cohen  
Title: Trustee

By:

\_\_\_\_\_  
Name: John Hannan  
Title: Trustee

1992 TRUST FOR BENJAMIN ELI BLACK

By:

\_\_\_\_\_  
Name: Debra Black  
Title: Trustee

By:

\_\_\_\_\_  
Name: Barry Cohen  
Title: Trustee

By:

\_\_\_\_\_  
Name: John Hannan  
Title: Trustee

WITH RESPECT TO APOLLO PRINCIPAL HOLDINGS II, ■■■:

Assignors:

**LEON D. BLACK**

\_\_\_\_\_

**1992 TRUST FOR JOSHUA MAX BLACK**

By: \_\_\_\_\_  
Name: Debra Black  
Title: Trustee

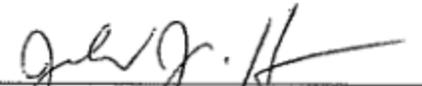
By: \_\_\_\_\_  
Name: Barry Cohen  
Title: Trustee

By:   
Name: John Hannan  
Title: Trustee

**1992 TRUST FOR BENJAMIN ELI BLACK**

By: \_\_\_\_\_  
Name: Debra Black  
Title: Trustee

By: \_\_\_\_\_  
Name: Barry Cohen  
Title: Trustee

By:   
Name: John Hannan  
Title: Trustee

ANNEX A

<u>Name of Limited Partnership</u>	<u>Name of Assignor with respect to such Limited Partnership</u>	<u>General Partner</u>	<u>Limited Partnership Agreement</u>	<u>Transfer Provisions</u>	<u>Transferred Points</u>
Apollo Management Holdings, [REDACTED]	LBF Holdings, LLC	Apollo Management Holdings GP, LLC	Amended and Restated Limited Partnership Agreement dated as of April 19, 2007	Section 6.3	N/A
Apollo Principal Holdings II, [REDACTED]	Leon D. Black 1992 Trust for Joshua Max Black 1992 Trust for Benjamin Eli Black 1992 Trust for Alexander Samuel Black 1992 Trust for Victoria Rachel Black	Apollo Principal Holdings II GP, LLC	Agreement of Limited Partnership dated as of March 21, 2007	Section 9	N/A
Apollo Advisors IV, [REDACTED]	Judah Investment Trust L Black Family 1997 Trust	Apollo Capital Management IV, Inc.	Amended and Restated Limited Partnership Agreement dated as of April 21, 1998	Section 6.3	Judah Investment Trust L (361.5 points) Black Family 1997 Trust (264.4 points)
Apollo Advisors V, [REDACTED]	Judah Investment Trust M Leon D. Black	Apollo Capital Management V, Inc.	Amended and Restated Limited Partnership Agreement dated as of October 26, 2000	Section 6.2	Judah Investment Trust M (351.86 points) Leon D. Black

	Investment Trust A				Investment Trust A (151.73 points)
Apollo Advisors V (EH Cayman), [REDACTED]	Judah Investment Trust M Leon D. Black Investment Trust A	Apollo Advisors V (EH), LLC	Amended and Restated Limited Partnership Agreement dated as of 6 January 2004	Section 6.2	Judah Investment Trust M (351.86 points) Leon D. Black Investment Trust A (151.73 points)
Apollo Advisors VI, [REDACTED]	Judah Investment Trust N Judah Investment Trust K	Apollo Capital Management VI, LLC	Amended and Restated Limited Partnership Agreement dated as of August 26, 2005	Section 6.3	Judah Investment Trust N (379.36137 points) Judah Investment Trust K (142 points)
Apollo Advisors VI (EH), [REDACTED]	Judah Investment Trust N Judah Investment Trust K	Apollo Advisors VI (EH-GP), Ltd.	Second Amended and Restated Limited Partnership Agreement dated as of October 30, 2006	Section 6.3	Judah Investment Trust N (379.36137 points) Judah Investment Trust K (142 points)
AAA Associates, [REDACTED]	Judah Investment Trust O	AAA MIP Limited	Amended and Restated Limited Partnership Agreement dated as of June 8, 2006	Section 6.3	N/A
Apollo Co-Investors VI (EH-A), [REDACTED]	1992 Trust for Joshua Max Black 1992 Trust for Benjamin Eli Black 1992 Trust for Alexander Samuel	Apollo Co-Investors VI (EH-GP), LLC	Amended and Restated Limited Partnership Agreement dated as of July 11, 2006	Section 9.1	N/A

Apollo Management IV, [REDACTED]	Black 1992 Trust for Victoria Rachel Black	AIF IV Management, Inc.	Apollo Management, [REDACTED]	Third Amended and Restated Partnership Agreement, dated as of May, 2007	Section 6.3	N/A
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**ANNEX B**

<u>Name of Company</u>	<u>Name of Assignor</u>	<u>Managers</u>	<u>Limited Liability Company Agreement</u>	<u>Transfer Provisions</u>
Apollo Management Holdings GP, LLC	Leon D. Black	Leon D. Black Joshua Harris Marc Rowan	Amended and Restated Limited Liability Company Agreement dated as of April 19, 2007	Section 11
Apollo Principal Holdings II GP, LLC	Leon D. Black	Leon D. Black Joshua Harris Marc Rowan	Liability Company Agreement dated as of March 21, 2007	Section 11
Apollo Advisors V (EH), LLC	Leon D. Black Black Family 1997 Trust	Leon D. Black John Hannan	Amended and Restated Limited Liability Company Agreement, dated as of January 6, 2004	Section 6.2
Apollo Capital Management VI, LLC	Leon D. Black	Leon D. Black	Second Amended and Restated Limited Liability Company Agreement, dated as of January 17, 2007	Section 17
Apollo Co-Investors IV, L.L.C.	Judah Investment Trust L 1988 Trust for Joshua Max Black 1988 Trust for Benjamin Eli Black 1988 Trust for Alexander Samuel Black 1988 Trust for Victoria	Leon D. Black Peter Copeses John Hannan Marc Rowan	Amended and Restated Limited Liability Company Agreement, dated as of April 21, 1998	Section 9.1

AIC Co-Investors, LLC	Rachel Black 1992 Trust for Joshua Max Black 1992 Trust for Benjamin Eli Black 1992 Trust for Alexander Samuel Black 1992 Trust for Victoria Rachel Black	Leon D. Black John Hannan	Limited Liability Company Agreement dated as of February 18, 2004	Section 17
Apollo DIF Co-Investors LLC	1992 Trust for Joshua Max Black 1992 Trust for Benjamin Eli Black 1992 Trust for Alexander Samuel Black 1992 Trust for Victoria Rachel Black	Leon D. Black John Hannan	Limited Liability Company Agreement dated as of May 19, 2003	Section 17
Apollo Co-Investors V, L.L.C.	Black Family 1997 Trust 1992 Trust for Joshua Max Black 1992 Trust for Benjamin Eli Black 1992 Trust for Alexander Samuel Black 1992 Trust for Victoria	Andrew Africk Larry Berg Leon D. Black Peter Copses John Hannan Joshua Harris	Amended and Restated Limited Liability Company Agreement, dated as of October 26, 2000	Section 9.1

<p>Apollo Co-Investors V (EH), LLC</p>	<p>Rachel Black</p> <p>Black Family 1997 Trust</p> <p>1992 Trust for Joshua Max Black</p> <p>1992 Trust for Benjamin Eli Black</p> <p>1992 Trust for Alexander Samuel Black</p> <p>1992 Trust for Victoria Rachel Black</p>	<p>Marc Rowan</p> <p>Leon D. Black John Hannan</p>	<p>Amended and Restated Limited Liability Company Agreement, dated as of October 20, 2003</p>	<p>Section 9.1</p>
<p>Apollo Co-Investors VI (A), LLC</p>	<p>1992 Trust for Joshua Max Black</p> <p>1992 Trust for Benjamin Eli Black</p> <p>1992 Trust for Alexander Samuel Black</p> <p>1992 Trust for Victoria Rachel Black</p>	<p>Apollo Management VI, [REDACTED]</p>	<p>Amended and Restated Limited Liability Company Agreement, dated as of October 26, 2005</p>	<p>Section 9.1</p>
<p>Apollo Co-Investors VI (EH- GP), LLC</p>	<p>Leon Black</p>	<p>Apollo Advisors VI (EH-GP), Ltd.</p>	<p>Limited Liability Company Agreement, dated as of July 11, 2006</p>	<p>Section 16</p>

**ANNEX C**

<u>Name of Company</u>	<u>Name of Assignor</u>	<u>Directors</u>	<u>Charter Document(s)</u>	<u>Transfer Provisions</u>
Apollo Capital Management IV, Inc.	Leon D. Black	Leon D. Black John Hannan	Certificate of Incorporation filed November 13, 1997	Bylaws Section 5
Apollo Capital Management V, Inc.	Leon D. Black	Leon D. Black John Hannan	Amended and Restated Bylaws Certificate of Incorporation filed May 5, 2000	Bylaws Section 5
Apollo Advisors VI (EH-GP), Ltd.	Leon D. Black	Leon D. Black	Amended and Restated Bylaws Memorandum & Articles of Association dated as of 22 <sup>nd</sup> September, 2005	Sections 31-24
AAA MIP Limited	Leon D. Black	Leon D. Black Josh Harris Brooks Newmark	Articles of Association dated as of June 6, 2006	Section 10
AAA Guernsey Limited	Leon D. Black	Leon D. Black Josh Harris Marc Rowan Paul Guilbert Ruport Dorey Louise McBain Benoi Suchodolski	Articles of Association dated as of May 31, 2006	Section 10