
CONTRIBUTION AGREEMENT

by and between
Black Family Partners, L.P.
and
NAR Investments LLC

Dated: _____, 2014

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT ("Agreement") is made and entered into as of _____, 2014 by and between Black Family Partners, L.P., a Delaware limited partnership (the "Contributor"), and NAR Investments LLC, a Delaware limited liability company (the "Company").

R E C I T A L S

WHEREAS, the Contributor owns the property as set forth in Schedule A (the "Property");

WHEREAS, the Contributor desires to contribute all of its interest in the Property to the Company, as a capital contribution (the "Contribution"); and

WHEREAS, in exchange for the Contribution, the Contributor will hold a 100% membership interest in the Company, as set forth in Schedule B.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein, the parties hereto agree as follows:

1. Contribution of the Property. The Contributor hereby contributes, assigns, transfers, conveys and delivers the Property to the Company in exchange for a 100% membership interest in the Company, as set forth in Schedule B, and the Company hereby accepts delivery from the Contributor of the Property.

2. Joinder. The Contributor hereby approves, adopts and agrees to be bound by all the provisions of the LLC Agreement, with the same force and effect as, and as if, the Contributor originally was a Member thereof.

3. No Representations or Warranties. There are no representations or warranties, express or implied, made by either party hereto with respect to or in connection with the transactions contemplated by this Agreement.

4. Amendments and Waivers. Any provision of this Agreement may only be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5. Successors and Assigns; No Third Party Beneficiary. Each reference herein to any party hereto shall be deemed to include its successors and assigns,

all of whom shall be bound and benefited by the provisions of this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, corporation or other entity other than the parties hereto and their respective successors and assigns any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS (BOTH SUBSTANTIVE AND PROCEDURAL) OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original and both of which together shall be deemed to be one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have hereto set their hands as of the day and year first written above.

BLACK FAMILY PARTNERS, L.P.:

By: Black Family GP, LLC, its General Partner

By: _____
LEON D. BLACK, Manager

NAR INVESTMENTS LLC:

By: _____
LEON D. BLACK, Manager

Schedule A

[Non-Apollo Property]

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Schedule B

Member:

Black Family Partners, L.P.

**Membership
Interest**

100%