

WHEREAS, the undersigned, LEON D. BLACK (the "Principal"), entered into an Agreement Among Principals dated July 13, 2007, by and between Leon D. Black, Marc J. Rowan, Joshua J. Harris, Black Family Partners, L.P., MJR Foundation LLC, AP Professional Holdings, L.P. and BRH Holdings, L.P. (the "Agreement"); and

WHEREAS, Section 5.3(b) of the Agreement provides that (i) if a vacancy exists on the Executive Committee as a result of the Principal's death or Disability, the Principal shall nominate a Senior Professional to fill such vacancy (the "LB Successor") and (ii) if a vacancy exists on the Executive Committee as a result of the termination of the LB Successor, the Principal shall nominate a Senior Professional to fill such vacancy (a "Later LB Successor"), provided that the Principal's right to do so in each case has not terminated under said Section (the "Nomination Rights"); and

WHEREAS, Section 5.3(b) of the Agreement further provides that, upon the Principal's Disability, if there is a vacancy on the Executive Committee that has not been filled pursuant to any designation made by the Principal during his lifetime, the Principal's personal representatives shall have his Nomination Rights.

NOW, THEREFORE, in connection with the foregoing, the Principal hereby agrees as follows:

1. The Principal hereby designates BARRY J. COHEN as the attorney-in-fact of the Principal, with the full power and authority to act, upon the Principal's Disability, as the Principal's personal representative under the Agreement and to exercise the Nomination Rights granted under Section 5.3(b) of the Agreement. If BARRY J. COHEN shall fail to act or cease to serve, JOHN J. HANNAN is designated to act in his place.

2. This Power of Attorney shall be deemed to be made for the limited purpose set forth in paragraph 1 and does not revoke any other powers of attorney the Principal previously has executed as part of a general or limited purpose. It shall not revoke any power executed as part of a contract the Principal has signed or for the management of any bank or securities account.

3. Capitalized terms not defined in this Power of Attorney shall have the meaning assigned to them in the Agreement.

4. This Power of Attorney continues until the Principal revokes it or it is terminated by his death or other event described in section 5-1511 of the General Obligations Law.

5. This Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of New York.



