

## EXHIBIT D TO PURCHASE AND SALE AGREEMENT

### CONSENT OF MANAGING MEMBER OF AP SHL INVESTORS, LLC

#### RECITALS:

A. AP SHL Investors, LLC, a Delaware limited liability company (the "Company"), is governed by that certain Limited Liability Company Agreement, dated as of December 20, 2001 (as the same may from time to time be amended, or amended and restated, and in effect, the "LLC Agreement"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the LLC Agreement.

B. John J. Hannan is the sole Managing Member of the Company (the "Managing Member").

C. The Company has been informed that Financial Trust Company, Inc. ("FTC") desires to Transfer its entire interest as a Member of the Company (the "FTC Interest") to **BLACK FAMILY PARTNERS, L.P.** (the "Transferee"), and the Transferee desires to purchase the FTC Interest and be admitted as a Member in substitution for FTC with respect to the FTC Interest, whereupon FTC would cease to be a Member of the Company.

D. In connection with such Transfer, FTC and the Transferee propose to enter into an Assignment and Assumption Agreement in the form attached as Exhibit A hereto (the "Assignment Agreement").

F. FTC and the Company have requested the Managing Member's written consent to the Transfer of the FTC Interest to the Transferee, to the admission of the Transferee as a Member of the Company in substitution for FTC with respect to the FTC Interest, and to certain related matters.

**NOW, THEREFORE**, the Managing Member, in the capacity as Managing Member of the Company, pursuant to Section 15 of the LLC Agreement, hereby agrees to the following for the Managing Member and on behalf of the Company:

1. The Managing Member hereby consents to the Transfer by FTC to the Transferee of the FTC Interest.

2. The Managing Member agrees that effective upon the delivery to the Managing Member of a copy of the Assignment Agreement executed by FTC and the Transferee and the delivery to the Managing Member of the supplement to the LLC Agreement in the form attached as Exhibit B hereto executed by the Transferee (the "Effective Date"), (i) the Transfer of the FTC Interest to the Transferee shall be recognized by the Company, (ii) the Transferee shall be admitted as a Member of the Company in substitution for FTC with respect to the FTC Interest, and FTC shall thereupon cease to be a Member of the Company, and (iii) FTC shall have no further obligations under the LLC Agreement, and the Transferee shall succeed to FTC's rights and obligations thereunder with respect to all periods commencing on and after the Effective

Date. The Managing Member represents to FTC and the Transferee that all consents required under the provisions of the LLC Agreement to the Transfer and to the admission of the Transferee as a Member of the Company in substitution for FTC with respect to the FTC Interest have been duly obtained.

3. The Managing Member and the Company hereby consent to the delivery by FTC to the Transferee, and by the Transferee to FTC, whether before, on or after the date of this Consent, of any of the following: (i) copies of the LLC Agreement, and any supplementary agreements or other agreements relating to the FTC Interest, and (ii) any financial, tax and other statements, reports, returns or information relating to the Company and/or its business and assets and/or the FTC Interest.

4. The Company represents and warrants to FTC and the Transferee that, except for the consent granted pursuant to this instrument, no consent is necessary to make the foregoing agreement binding on the Company.

5. This Consent is irrevocable and may be relied upon by both FTC and the Transferee.

Dated: November \_\_\_\_, 2012

THE MANAGING MEMBER, FOR AND ON BEHALF  
OF THE MANAGING MEMBER AND THE COMPANY

JOHN J. HANNAN

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated November \_\_\_\_, 2012, by and between FINANCIAL TRUST COMPANY, INC., a U.S. Virgin Islands corporation having an office at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802 ("FTC"), and **BLACK FAMILY PARTNERS, L.P.**, a Delaware limited partnership having an office at 9 West 57<sup>th</sup> Street, 43<sup>rd</sup> Floor, New York, NY 10019 (the "Assignee").

**RECITALS:**

A. FTC is a Member of AP SHL Investors, LLC, a Delaware limited liability company (the "Company").

B. The Company is governed by that certain Limited Liability Company Agreement, dated as of December 20, 2001 (as the same may from time to time be amended, or amended and restated, and in effect, the "LLC Agreement").

C. Pursuant to a certain Purchase and Sale Agreement, dated as of November \_\_\_\_, 2012, by and between FTC and the Assignee (the "Purchase Agreement"), FTC is assigning to the Assignee all of FTC's right, title and interest in and to FTC's entire 40% interest as a Member of the Company, including, without limitation, FTC's rights to, and interest in, capital of the Company, and FTC's rights for periods commencing on and after the date hereof to distributions from the Company, as well as any and all of FTC's duties and obligations in respect of FTC's membership interest in the Company pursuant to the LLC Agreement (the "Assigned Interest"), which Assigned Interest does not include FTC's right to any distributions or other amounts paid by the Company to FTC prior to the date hereof. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

D. FTC and the Assignee intend that the Assignee be admitted to the Company as a substitute Member in FTC's place with respect to the Assigned Interest.

E. The Assignee desires to accept such assignment, to assume all of FTC's duties and obligations under the LLC Agreement with respect to the Assigned Interest, and to be admitted as a substitute Member of the Company with respect to the Assigned Interest.

F. This Agreement is the "AP SHL Assignment" referred to in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties hereto do hereby agree as follows:

1. In consideration of the transfer and assignment of the Assigned Interest by FTC to the Assignee as provided herein, as well as the concurrent transfer and assignment by FTC to the Assignee of the ESWW Shares and the AP Tech Interest, the Assignee shall, concurrently with the execution hereof, pay to FTC by wire transfer of immediately available ftds, the Purchase Price.

2. FTC hereby assigns to the Assignee all of FTC's right, title and interest in and to the Assigned Interest, and designates the Assignee as a substitute Member in respect of the Assigned Interest, excluding FTC's right to any distributions or other amounts paid by the Company to FTC prior to the date hereof. The parties intend that the Assignee be admitted as a substitute Member of the Company in FTC's place with respect to the Assigned Interest. **FTC IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO THE ASSIGNEE WITH RESPECT TO THE ASSIGNED INTEREST OR THE COMPANY EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY FTC IN THE PURCHASE AGREEMENT. THE ASSIGNEE IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO FTC WITH RESPECT TO THE COMPANY EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY ASSIGNEE IN THE PURCHASE AGREEMENT.**

3. The Assignee hereby accepts the assignment and transfer of the Assigned Interest, accepts and agrees to be bound by all of the terms and provisions of the LLC Agreement in place of FTC, and assumes and shall pay or perform when required all of the obligations of FTC thereunder as a substitute Member of the Company, with respect to the Assigned Interest.

4. The Assignee agrees to execute and deliver such other documents as may be reasonably necessary to effect the adoption of the LLC Agreement by the Assignee and the admission of the Assignee to the Company as a member in substitution for FTC.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party to this Agreement attached thereto. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart or by e-mailing a PDF version of a signed signature page or counterpart, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**FINANCIAL TRUST COMPANY, INC.**

**BLACK FAMILY PARTNERS, L.P.**

**By: BLACK FAMILY GP, LLC**

**By:** \_\_\_\_\_  
**Jeffrey E. Epstein**  
**President**

**By:** \_\_\_\_\_  
**Leon Black**  
**Managing Member**

**EXHIBIT B AP SHL**

**INVESTORS, LLC LIMITED LIABILITY COMPANY**

**AGREEMENT MEMBER SIGNATURE PAGE**

By signing below, the undersigned hereby agrees that effective as of the date of the undersigned's admission to AP SHL Investors, LLC as a Member in substitution for Financial Trust Company, Inc., the undersigned shall (i) be bound by each and every term and provision of the Limited Liability Company Agreement of AP SHL Investors, LLC, as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Liability Company Agreement in place of Financial Trust Company, Inc.

*(Type or Print Name)*

**BLACK FAMILY PARTNERS, L.P.**

**By: BLACK FAMILY GP, LLC**

**By: \_\_\_\_\_**  
**Leon Black**  
**Managing Member**

Date:

ACCEPTED: MANAGING

MEMBER:

JOHN J. HANNAN