

**AGREEMENT OF LIMITED PARTNERSHIP
OF
BLACK FAMILY PARTNERS, L.P.**

Dated as of May 17, 2007

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AGREEMENT OF LIMITED PARTNERSHIP OF BLACK FAMILY PARTNERS, L.P., dated as of May 17, 2007, by and among BLACK FAMILY GP, LLC, as General Partner (the "General Partner") and each of the persons listed on Schedule A hereto, as limited partners (together with any other person that becomes a limited partner as provided herein, the "Limited Partners" or, individually, a "Limited Partner" and, collectively with the General Partner, the "Partners").

WITNESSETH:

WHEREAS, the Partners desire to form a partnership under the Delaware Revised Uniform Limited Partnership Act as amended from time to time (the "RULPA"), to be known as BLACK FAMILY PARTNERS, L.P., for the purpose of engaging in any lawful activity for which partnerships may be organized under the RULPA, including investing and trading in securities and other financial instruments and engaging in transactions, investments and ventures of all kinds.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Partners hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. For all purposes of this Agreement, the following terms not otherwise defined herein shall have the following meanings:

"Act" means the RULPA, as it may be amended from time to time, and any successor statute.

"Agreement" means this Agreement of Limited Partnership, together with the exhibit attached hereto, as it may be amended, supplemented or restated from time to time.

"Bankruptcy" of a Partner means (a) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of such Partner's debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other federal or state insolvency law, or a Partner's filing an answer consenting to or acquiescing in any such petition, (b) the making by a Partner of any assignment for the benefit of such Partner's creditors or the admission by a Partner in writing of such Partner's inability to pay the Partner's debts as they mature, or (c) the expiration of sixty (60) days after the filing of an involuntary petition under Title 11 of the United States Code (or corresponding provisions of future laws) seeking an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of such Partner's debts under any other federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within such sixty (60) day period.

"Capital Accounts" has the meaning provided in Section 3.3 and "Capital Account" shall refer to any of the Capital Accounts.

"Capital Contributions" has the meaning provided in Section 3.1.

"Certificate" has the meaning provided in Section 2.2.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of future laws.

"Disability" means, with respect to an individual Partner, such Partner's adjudicated incompetency.

"Event of Dissolution" has the meaning provided in Section 10.1.

"General Partner" and "General Partners" mean the Persons named as General Partners on the signature page of this Agreement and any Person who becomes a General Partner.

"Legal Representative" means (1) each executor, administrator, personal representative, committee, guardian, receiver, fiduciary or conservator duly appointed and authorized to act on behalf of a Partner who is an individual or the estate of a deceased Partner who was an individual, and (2) each officer, director, manager, trustee, partner, member or senior employee duly authorized to act on behalf of a Partner that is a Person other than an individual.

"Limited Partner" and "Limited Partners" mean the Persons named as Limited Partners on the signature page hereof and any Person who is hereafter admitted as a Limited Partner as provided herein.

"Liquidating Agent" has the meaning provided in subsection 10.2(b).

"Partner" and "Partners" have the respective meanings set forth in the introductory paragraph to this Agreement and shall include each and all Persons who become Partners of the Partnership pursuant to Article 9.

"Partnership" means BLACK FAMILY PARTNERS, L.P., a Delaware limited partnership.

"Partnership Interest" means the ownership interest and rights of a Partner in the Partnership, including, without limitation a Partner's right to share in the profits and losses of the Partnership and the right to receive distributions from the Partnership.

"Person" means an individual, partnership, corporation, business trust, joint stock company, trust, limited liability company, unincorporated association, joint venture, or other entity of whatever nature.

“Sharing Ratio” means the ratio of a Partner’s Capital Account to the Capital Accounts of all Partners.

“Tax Matters Partner” has the meaning provided in subsection 8.3(d).

“Treasury Regulations” means the regulations promulgated under the Code.

1.2 Sole Discretion of the General Partner. Except where otherwise expressly provided in this Agreement, all references herein to consents, actions, judgments, determinations, decisions or the like to be granted (or withheld) or made by the General Partner shall be in the sole and absolute discretion of the General Partner without any duty or obligation to seek the advice or consent of any Limited Partner or other Person. In exercising such discretion (except where otherwise expressly provided in this Agreement), the General Partner shall be entitled to consider only such interests and factors as he, she or it deems appropriate, including his, her or its own interests. Whenever in this Agreement the General Partner is to grant (or withhold) or make any consent, action, judgment, determination, decision or the like under an expressed standard, the General Partner shall act under such expressed standard and shall not be subject to any other or different standard imposed by this Agreement, by any other agreement contemplated herein or by any relevant provisions of law, in equity or otherwise.

ARTICLE 2

THE LIMITED PARTNERSHIP.

2.1 Purpose. The Partnership is being formed as a limited partnership pursuant to and in accordance with the provisions of the Act, to engage in the lawful activities for which limited partnerships may be formed for the period and upon the terms and conditions hereinafter set forth.

2.2 Certificate of Limited Partnership. The General Partner shall file or cause to be filed a Certificate of Limited Partnership of the Partnership (the “Certificate”) with the Office of the Secretary of State of the State of Delaware and shall execute such further documents and take such further action as shall be appropriate to comply with all requirements of law for the formation and operation of a limited partnership in the State of Delaware and all other counties and states where the Partnership may elect to conduct its operations. The formation of the Partnership shall become effective when the Certificate is filed.

2.3 Name. The name of the Partnership shall be BLACK FAMILY PARTNERS, LP, but the operations of the Partnership may be conducted under any other or additional names designated by the General Partner.

2.4 Registered Office; Agent for Service of Process. The address of the Partnership's registered office in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, Dover, Delaware 19901. The name and address of the registered agent for service of process on the Partnership in the State of Delaware is National Corporate Research, Ltd., 615 South DuPont Highway, Dover, Delaware 19901. The General Partner may, from time to time, change the registered office or the registered agent of the Partnership.

2.5 Powers. In furtherance of its purpose, but subject to all of the provisions of this Agreement, the Partnership shall have the power to:

(a) acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, assign, transfer or dispose of any real or personal property (including, but not limited to stocks, bonds, futures, and commodities of any nature) which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(b) operate, maintain, repair, improve or demolish any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(c) act as trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

(d) take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

(e) borrow money and issue evidences of indebtedness or otherwise enter into any type of financing in furtherance of any or all of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on the assets of the Partnership;

(f) invest any funds of the Partnership pending distribution or payment of the same pursuant to the provisions of this Agreement;

(g) prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Partnership and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

(h) enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with a Partner,

necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Partnership;

(i) employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

(j) enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Partnership; and

(k) do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Partnership, and have and exercise all of the powers and rights conferred upon partnerships formed pursuant to the Act.

2.6 Term. The term of the Partnership commenced on the date of filing of the Certificate in accordance with the Act and shall continue in perpetuity until dissolution of the Partnership in accordance with the provisions of Article 10.

2.7 Principal Office. The principal office of the Partnership shall be c/o LEON D. BLACK, Apollo Management, L.P., 9 West 57th Street, New York, New York 10019, or such other locations as the General Partner may determine.

2.8 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

ARTICLE 3

CAPITAL ACCOUNTS; LOANS

3.1 Capital Contributions. The initial capital of the Partnership shall be the property contributed to the Partnership by the Partners as of the date hereof, as set forth opposite each Partner's name on Exhibit I attached hereto. The initial capital contribution of a Partner and any additional capital contribution by such Partner are referred to as "Capital Contributions" and each such contribution is referred to as a "Capital Contribution." The General Partner will update Exhibit I at a future time to reflect the partnership interests of each Partner, based on the relative value of the assets contributed by each Partner as determined by an independent valuation.

3.2 Additional Contributions. The Partners shall not be required to make any contribution to the capital of the Partnership in addition to the initial Capital Contribution of such Partner. However, a Partner may make additional contributions to the capital of the Partnership with the written consent of the General Partner.

3.3 Capital Accounts.

(a) A separate capital account (a "Capital Account") shall be maintained for each Partner on the books of the Partnership, which Capital Account shall set forth the amount of such Partner's initial Capital Contribution (a) increased by the amount of any additional Capital Contribution made by or on behalf of such Partner and any net profits allocated to such Partner and (b) decreased by any distribution or withdrawal made in respect of such Partner's Capital Account and any net losses allocated to such Partner. All Capital Accounts shall further be adjusted to conform to the Treasury Regulations under Section 704(b) of the Code as interpreted in good faith by the Tax Matters Partner.

(b) Before increasing or decreasing a Partner's Capital Account (as described above) with respect to the contribution of any property by such Partner or with respect to the distribution of any property to or the withdrawal of any property by such Partner, all Partners' accounts shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not been previously reflected in the Partners' Capital Accounts) would be allocated among the Partners if there were a taxable disposition of such property by the Partnership on the date of contribution, distribution or withdrawal, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f).

(c) If any Partnership Interest is assigned, the assignee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Partnership Interest.

3.4 Withdrawal of Capital.

(a) Withdrawal of Capital. Any Partner may withdraw any portion of his, her or its Capital Account at any time. Upon such withdrawal, the Partnership shall distribute to such Partner assets of the Partnership with an aggregate fair market value equal to (i) the value of all of the assets of the Partnership, multiplied by (ii) such Partner's Sharing Ratio, multiplied by (iii) the percentage of such Partner's Capital Account being withdrawn by such Partner. If any portion of the Partnership's assets consist of assets other than cash or marketable securities, the fair market value of the Partnership's assets shall be determined by a qualified appraiser selected by the General Partner.

(b) No Personal Liability for Return of Capital Contributions or Capital Accounts. Notwithstanding anything to the contrary contained herein, the General Partner shall not be personally liable for the return of any Capital Contribution or the return of any additions to the Capital Accounts of the other Partners or the return of any portion of any such Capital Contribution or Capital Accounts, it being expressly agreed that any return of the Capital Contributions or Capital Accounts as may be made at any time, or from time to time, shall be made solely from the assets of the Partnership,

and only in accordance with the terms hereof. Each Partner waives any right which he, she or it may have to cause a partition of all or any part of the Partnership's assets.

(c) Negative Capital Accounts. Except as may be required by law, at no time during the term of the Partnership, or upon the dissolution or liquidation thereof, shall a Partner with a negative balance in such Partner's Capital Account have any obligation to the Partnership or the other Partners to restore such negative balance.

3.5 Loans. Any Partner may, but shall not be required to, make loans to the Partnership with the consent of the General Partner and, in respect of such loans, shall be treated as a creditor of the Partnership. Such loans shall be repaid as and when the Partnership has funds available therefor, and such loans and interest thereon (at rates to be agreed upon by the lending Partner and the Partnership) shall constitute obligations of the Partnership. Any such loan shall not increase such Partner's Capital Account, entitle such Partner to any increase in such Partner's share of the profits of the Partnership or subject such Partner to any greater proportion of losses which the Partnership may sustain.

ARTICLE 4

COSTS AND EXPENSES

4.1 Organizational Costs. The General Partner shall pay or cause to be paid all costs and expenses incurred in connection with the formation and organization of the Partnership. Any such payment made by the General Partner shall be reimbursed by the Partnership.

4.2 Operating Costs. The General Partner shall pay or cause to be paid all costs and expenses incurred in connection with normal record keeping and internal operations (including overhead expenses of the General Partner) of the Partnership. Any such payment made by the General Partner shall be reimbursed by the Partnership.

4.3 Other Costs. The General Partner shall pay or cause to be paid all Partnership costs and expenses not included in Section 4.1 or 4.2, including all out-of-pocket costs and expenses (such as accounting and attorneys' fees) incurred in connection with conducting the business of the Partnership. Any such payment made by the General Partner shall be reimbursed by the Partnership.

ARTICLE 5

ALLOCATIONS AND DISTRIBUTIONS

5.1 Profits and Losses. For each fiscal year or other period, profits and losses shall be an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose all items of income, gain, loss or deduction required to be stated separately pursuant to Code

Section 703(a)(1), and any guaranteed payments paid to a Partner, shall be included in taxable income or loss), with the following adjustments:

(a) any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing profits or losses pursuant to this definition shall be added to such taxable income or loss; and

(b) any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing profits or losses pursuant to this definition shall be subtracted from such taxable income or loss.

5.2 Allocation of Profits and Losses. The Partnership's profits and losses for any fiscal period (as determined by the General Partner) shall be allocated to each Partner in accordance with such Partner's Sharing Ratio as of the first day of such period (except as provided in Section 5.5). Whenever a portion of Partnership profit and loss is allocated to a Partner, every item of income, gain, loss, deduction and credit entering into the computation of such profit or loss applicable to the period during which such profit or loss was realized shall be allocated to such Partner in the same proportion.

5.3 Allocations for Income Tax Purposes. The allocations among the Partners of items of income, gain, loss, deduction and credit of the Partnership for income tax purposes shall be as reasonably determined by the Tax Matters Partner in accordance with the Partners' respective interests in the Partnership and consistent with the provisions of Sections 704(b) and 704(c) of the Code, the Treasury Regulations promulgated thereunder and other applicable law and administrative pronouncements relating thereto.

5.4 Distributions. The Partnership may make distributions to one or more or all of the Partners in cash or in-kind at such times and in such amounts as the General Partner may determine, and the value of such distributions as determined by the General Partner shall be charged against the respective Capital Accounts of the Partner or Partners. Notwithstanding any provision to the contrary contained in this Agreement, the Partnership shall not make a distribution to any Partner on account of such Partner's interest in the Partnership if such distribution would violate Section 17-607 of the Act or other applicable law.

5.5 Allocation of Profits and Losses in Respect of Transferred Partnership Interests.

(a) If any Partnership Interest is transferred, or upon the admission or withdrawal of a Partner, during any Fiscal Year, the profits and loss attributable to such Partnership Interest for such Fiscal Year shall be divided and allocated among the Partners based upon an interim closing of the Partnership's books or on a daily basis, as determined in the sole discretion of the General Partner. For the purpose of accounting

convenience and simplicity, the Partnership shall treat a transfer of, or any increase or decrease in, a Partnership Interest which occurs at any time during a month as having been consummated on the first day of such month regardless of when during such month such transfer, increase, or decrease actually occurs.

(b) Notwithstanding any provision above to the contrary, gain or loss of the Partnership realized in connection with a sale or other disposition of any of the assets of the Partnership shall be allocated solely to the Partners owning Partnership Interests as of the date such sale or other disposition occurs.

ARTICLE 6

LIABILITIES OF PARTNERS

6.1 Liability of General Partner. The General Partner shall not be liable, in damages or otherwise, to the Partnership or any Partner for any act performed or omitted by him, her or it pursuant to the authority granted by this Agreement, except if such act or omission results from the gross negligence or willful misconduct of the General Partner. To the fullest extent permitted by law, the Partnership shall indemnify, defend and hold harmless the General Partner from and against any and all claims or liabilities of any nature whatsoever, including reasonable attorneys' fees and disbursements, arising out of or in connection with any action taken or omitted by the General Partner pursuant to the authority granted by this Agreement, except where attributable to the General Partner's gross negligence or willful misconduct. The General Partner shall be entitled to rely on the advice of the Partnership's legal counsel, accountants and/or other professional experts or advisers and any act or omission of the General Partner acting in reliance upon such advice shall in no event subject the General Partner to liability to the Partnership or any Partner.

6.2 Liability of Limited Partners. Pursuant to the Act, no Limited Partner shall be liable for losses, debts or liabilities of the Partnership in excess of such Limited Partner's Capital Account.

ARTICLE 7

MANAGEMENT

7.1 Property, Business and Affairs. The property, business and affairs of the Partnership shall be managed by or under the direction and control of the General Partner, and the General Partner shall perform all other functions as are assigned to the General Partner under the various provisions of this Agreement.

7.2 Power and Authority. The General Partner shall have full power and authority on behalf of all of the Partners, at any time and from time to time, to (1) vote and dispose of any security held by the Partnership or any of its successors or affiliates, (2) assign securities registered in the name of the Partnership, (3) execute

powers of substitution, (4) guarantee the signatures of others to assignments of securities, (5) make any certification or guarantee of any signature or document submitted in support of the transfer of any securities, (6) sign checks drawn on depositories in which the funds of the Partnership are deposited, (7) sign written contracts whether arising in or outside of the ordinary course of business of the Partnership and guarantee any obligations thereunder, (8) open, maintain and close accounts, including, without limitation, commodities accounts and margin accounts, with banks and brokers, and (9) delegate to one or more persons the power and authority to perform any of the acts described above, all with the same effect as if the name of the Partnership had been signed under like circumstances by the General Partner.

7.3 Evidence of Action. Any act of the General Partner may be evidenced by a writing attesting thereto signed by the General Partner.

7.4 Removal of General Partner. The General Partner may not be removed at any time.

7.5 Interpretation and Construction. The General Partner shall have full power and authority to resolve ambiguities and questions of interpretation or construction arising under this Agreement, as from time to time amended, and the General Partner's resolution of such ambiguities or questions shall be conclusive and binding on the Partnership and all Partners.

7.6 No Participation in Management, Etc. No Limited Partner shall participate in the management or control of the business of, or shall have any rights or powers with respect to, the Partnership other than those specifically provided under RULPA and this Agreement. No Limited Partner shall have the right to vote upon any matter under consideration by the Partnership, nor shall he, she or it have the right to influence or direct the business decisions of the Partnership in any manner.

7.7 Successor General Partner. The General Partner shall remain general partner of the Partnership until his, her or its death, resignation, dissolution, bankruptcy or other inability to act in such capacity (an "Event of Withdrawal"), at which time if there is no General Partner then acting the Limited Partners holding a majority of the Percentage Interests held by Limited Partners in the Partnership, within ten (10) business days after the Event of Withdrawal, shall appoint a successor General Partner. Each successor General Partner shall begin serving as General Partner effective immediately upon the Event of Withdrawal ending the term of the immediately preceding General Partner.

ARTICLE 8

BOOKS AND RECORDS; REPORTS

8.1 Books and Records. The General Partner shall maintain or cause to be maintained full and accurate books showing all transactions, receipts and

expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Partnership's business and affairs. Such books and records shall be maintained at the principal office of the Partnership or such other office as the General Partner may designate, and shall be open to the inspection and examination of all Partners in person or by their duly authorized representatives, who shall have the right to make copies thereof at their own expense during regular business hours.

8.2 Reports. The Partnership may prepare or cause to be prepared an annual statement (which need not be audited) showing the income and expenses of the Partnership and the balance sheet thereof at the end of the Fiscal Year and, if prepared, each Partner shall be furnished with a copy of such balance sheet and statement of the Partnership's profits or losses and such Partner's share thereof within ninety (90) days after the end of each Fiscal Year.

8.3 Tax Returns.

(a) The Partnership's accountants shall prepare all federal, state and local income tax returns of the Partnership for each Fiscal Year for which such returns are required to be filed.

(b) The General Partner shall determine the accounting methods and conventions under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of income, gain, loss, deduction and credit of the Partnership or any other method or procedure related to the preparation of such tax returns. The General Partner may cause the Partnership to make or refrain from making any and all elections permitted by such tax laws (including, without limitation, an election under Section 754 of the Code).

(c) In the event of an income tax audit of any tax return of the Partnership, the filing of any amended return or claim for refund in connection with any item of income, gain, loss, deduction or credit reflected on any tax return of the Partnership, or any administrative or judicial proceeding arising out of or in connection with any such audit, amended return, claim for refund or denial of such claim, (i) the Tax Matters Partner shall be authorized to act for, and his, her or its decision shall be final and binding upon, the Partnership and all Partners and (ii) all expenses incurred by the Tax Matters Partner in connection therewith (including, without limitation, attorneys', accountants' and other experts' fees and disbursements) shall be expenses of the Partnership. Without limiting the powers conferred upon the Tax Matters Partner pursuant to this subsection 8.3(c), the Partnership and each Partner hereby designate the Tax Matters Partner as the "tax matters partner" for purposes of Section 6231(a)(7) of the Code.

(d) The Tax Matters Partner of the Partnership shall be the General Partner.

ARTICLE 9

TRANSFER; WITHDRAWAL, BANKRUPTCY, DISABILITY OR DEATH OF PARTNER

9.1 Transfer of Partnership Interests. Any Partner or a Legal Representative of a Partner may sell, transfer, convey, exchange, hypothecate, assign, pledge, encumber or otherwise dispose of in any manner or by any means whatsoever such Partner's Partnership Interest without the written consent of any other Partner. No transferee of a Partnership Interest shall become a Partner without the prior written consent of the General Partner.

9.2 Withdrawal. The withdrawal of a Limited Partner shall not relieve such Limited Partner from any obligation with respect to any matter arising prior to such withdrawal.

9.3 Effect of Bankruptcy, Disability or Death of a Partner. Upon the Bankruptcy or dissolution of a Partner or the Disability or death of a Partner who is an individual, the rights of such Partner to share in the net profits and net losses of the Partnership and to receive distributions from the Partnership shall devolve on such Partner's Legal Representative; provided, however, that such Legal Representative shall not become a Partner hereunder without the prior written consent of the General Partner.

9.4 Admission of Partners. The admission of any additional or substitute Limited Partner shall not become effective until (i) the General Partner consents in writing to the admission of such additional or substitute Limited Partner, (ii) there shall have been filed with the Partnership a written instrument pursuant to which such additional or substitute Limited Partner shall agree to be bound by all the terms and conditions of this Agreement and (iii) all documents reasonably required by the General Partner to effect the substitution or assignment shall have been executed and delivered to the Partnership. Upon admission of any additional or substitute Limited Partner to the Partnership, Exhibit I attached hereto shall be appropriately revised by the General Partner.

ARTICLE 10

DISSOLUTION

10.1 Events of Dissolution. The Partnership shall be dissolved and its affairs wound up on the first to occur of any of the following events:

(a) The Bankruptcy or dissolution of the General Partner, it being understood and agreed that, upon the Disability, death, Bankruptcy or dissolution of any Limited Partner, the Partnership shall not be wound up, but shall be reconstituted and the business of the Partnership shall be continued pursuant and subject to all of the terms and provisions of this Agreement;

(b) The determination by the General Partner to dissolve the Partnership;

(c) The entry of a decree of judicial dissolution under Section 17-802 of the Act; or

(d) Any other event sufficient under the Act to cause the dissolution of the Partnership.

10.2 Effective Date of Dissolution; Liquidation of Assets and Application of Proceeds.

(a) Dissolution of the Partnership shall be effective as of the date of the Event of Dissolution, and all Partners shall be given prompt notice thereof, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in subsection 10.2(d) below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, the business, assets and affairs of the Partnership shall continue to be governed by this Agreement.

(b) Upon the dissolution of the Partnership, sole and plenary authority to effectuate the liquidation of the Partnership shall be vested in the General Partner (the General Partner in such capacity being hereinafter referred to as the "Liquidating Agent"). If there is no General Partner, a majority in interest of the Limited Partners may select a Person who need not be a Partner to be the Liquidating Agent, who shall have the same powers hereunder as the General Partner would have if he, she or it were the Liquidating Agent. The Liquidating Agent shall have full power and authority to sell, assign and encumber any and all of the Partnership's assets and to wind up and liquidate the affairs of the Partnership in an orderly and business-like manner.

(c) The Liquidating Agent shall determine, in his, her, or its sole discretion, the fair market value of all assets of the Partnership as of the date of distribution of such assets, and the profits and losses resulting from such determination shall be allocated in accordance with Section 5.1 hereof.

(d) All proceeds from liquidation shall be distributed in the following order of priority:

(i) First, to the payment of debts and liabilities of the Partnership (other than debts owing to the Partners) and the expenses of liquidation;

(ii) Second, to the setting up of any reserve which the Liquidating Agent deems necessary for any contingent or unforeseen liabilities or obligations of the Partnership;

(iii) Third, to the repayment of any debt owing to the Partners, but if the amount available shall be insufficient, then in proportion to the amounts due each; and

(iv) Last, to the Partners pro rata in accordance with their respective Sharing Ratios.

(e) The Liquidating Agent shall determine whether any assets of the Partnership shall be liquidated through sale or shall be distributed in-kind in accordance with Section 5.4.

ARTICLE 11

POWER OF ATTORNEY

11.1 Appointment of the General Partner. Each Limited Partner, by the execution of this Agreement, does irrevocably constitute and appoint the General Partner, with full power of substitution, as such Limited Partner's true and lawful attorney, in such Limited Partner's name, place and stead, to execute, acknowledge, swear to, deliver, record and file (a) the original Certificate and all amendments thereto required or permitted by law or the provisions of this Agreement, (b) all certificates and other instruments deemed necessary or advisable by the General Partner to carry out the provisions of this Agreement or to qualify or continue the Partnership as a limited partnership or partnership wherein the Limited Partners have limited liability in the states where the Partnership may be doing business, (c) all conveyances and other instruments deemed necessary or advisable by the General Partner to effect the dissolution and termination of the Partnership, (d) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Partnership and (e) all other instruments or papers that may be required or permitted by law to be filed on behalf of the Partnership.

11.2 Duration of Power. The power of attorney granted pursuant to Section 11.1 is coupled with an interest and shall be irrevocable and survive the Disability, death, Bankruptcy or dissolution of the grantor and may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner or, after listing all of the Limited Partners executing an instrument, by signature of the General Partner acting as attorney-in-fact for all of them. In the event of any conflict between this Agreement and any document, instrument, conveyance or certificate executed or filed by the General Partner pursuant to such power of attorney, this Agreement shall control.

11.3 Further Assurances. The Limited Partners shall execute and deliver to the General Partner, within five (5) days after the receipt of the General Partner's request therefor, such further designations, powers of attorney and other instruments as the General Partner deems necessary or appropriate to carry out the provisions of this Agreement.

ARTICLE 12

MISCELLANEOUS

12.1 Amendments. All amendments of or modifications to this Agreement may be made only by unanimous agreement of all of the Partners. Notwithstanding the preceding sentence, if the General Partner determines that an amendment is of an administrative or ministerial nature, the General Partner may execute an amendment unilaterally, but such amendment shall not be effective until a copy of such amendment shall have been delivered to each other Partner at such Partner's address on the Partnership's books and records.

12.2 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12.3 Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal and Legal Representatives and successors and assigns.

12.4 Captions. Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

12.5 Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one agreement, binding on the parties hereto.

12.6 Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understandings or agreements among them pertaining to the creation and establishment of this Partnership. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to any of the provisions of this Agreement which are not fully expressed and/or incorporated by reference herein.

12.7 Notices. All notices, consents, approvals, acceptances and other communications given or made under this Agreement shall be in writing, duly signed by the party giving or making the same, and shall be deemed to have been properly given or made to a Partner if personally delivered or transmitted by registered mail, return receipt requested, to the address set forth in the books and records of the Partnership, or at such other address as the Partner may designate by written notice to the other Partners.

12.8 Pronouns. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

12.9 References to the Agreement. References to "clause," "subsection," "Section" or "Article" are to clauses, subsections, Sections and Articles of this Agreement, unless otherwise specified.

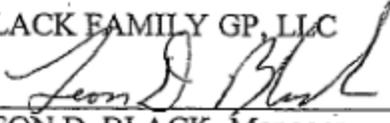
12.10 Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

12.11 Valuation. The value of assets held by the Partnership shall be determined by the General Partner, or the Liquidating Agent, as the case may be, in accordance with the valuation principles set forth in Treasury Regulations Section 25.2512-1.

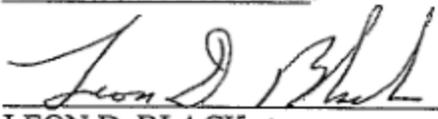
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by himself or herself or by its duly authorized representative as of the day and year first above written.

GENERAL PARTNER:

BLACK FAMILY GP, LLC


LEON D. BLACK, Manager

LIMITED PARTNERS:


LEON D. BLACK

LBF HOLDINGS, LLC


LEON D. BLACK, Manager

JUDAH INVESTMENT TRUST K


By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

JUDAH INVESTMENT TRUST L


By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

JUDAH INVESTMENT TRUST M


By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

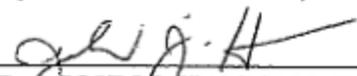
JUDAH INVESTMENT TRUST N


By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

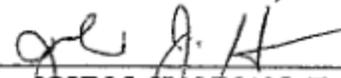
JUDAH INVESTMENT TRUST K

By: LEON D. BLACK, Trustee


By: JOHN J. HANNAN, Trustee

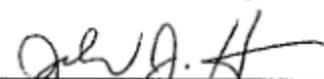
JUDAH INVESTMENT TRUST L

By: LEON D. BLACK, Trustee


By: JOHN J. HANNAN, Trustee

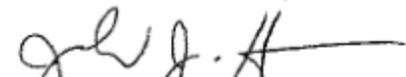
JUDAH INVESTMENT TRUST M

By: LEON D. BLACK, Trustee


By: JOHN J. HANNAN, Trustee

JUDAH INVESTMENT TRUST N

By: LEON D. BLACK, Trustee


By: JOHN J. HANNAN, Trustee

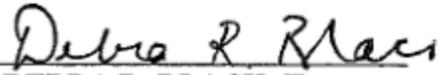
JUDAH INVESTMENT TRUST O


By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

BLACK FAMILY 1997 TRUST

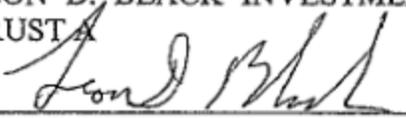
By: JOHN J. HANNAN, Trustee


By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

By: RICHARD RESSLER, Trustee

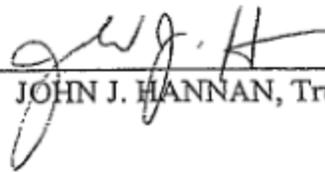
LEON D. BLACK INVESTMENT
TRUST A


By: LEON D. BLACK, Trustee

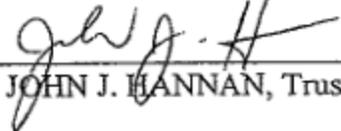
By: JOHN J. HANNAN, Trustee

JUDAH INVESTMENT TRUST O

By: LEON D. BLACK, Trustee


By: JOHN J. HANNAN, Trustee

BLACK FAMILY 1997 TRUST


By: JOHN J. HANNAN, Trustee

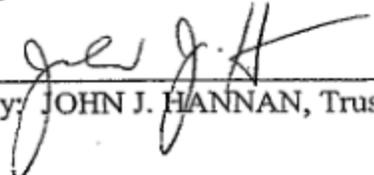
By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

By: RICHARD RESSLER, Trustee

LEON D. BLACK INVESTMENT
TRUST A

By: LEON D. BLACK, Trustee


By: JOHN J. HANNAN, Trustee

JUDAH INVESTMENT TRUST O

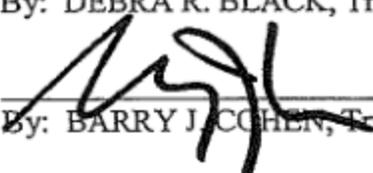
By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

BLACK FAMILY 1997 TRUST

By: JOHN J. HANNAN, Trustee

By: DEBRA R. BLACK, Trustee



By: BARRY J. COHEN, Trustee

By: RICHARD RESSLER, Trustee

LEON D. BLACK INVESTMENT
TRUST A

By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

JUDAH INVESTMENT TRUST O

By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

BLACK FAMILY 1997 TRUST

By: JOHN J. HANNAN, Trustee

By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee



By: RICHARD RESSLER, Trustee

LEON D. BLACK INVESTMENT
TRUST A

By: LEON D. BLACK, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O BENJAMIN ELI
BLACK U/A/D November 30, 1992
between LEON D. BLACK, as
Settlor, and DEBRA R. BLACK,
BARRY J. COHEN and JOHN J.
HANNAN, as trustees

Debra R. Black
By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O JOSHUA MAX
BLACK U/A/D November 30, 1992
between LEON D. BLACK, as
Settlor, and DEBRA R. BLACK,
BARRY J. COHEN and JOHN J.
HANNAN, as trustees

Debra R. Black
By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O BENJAMIN ELI
BLACK U/A/D November 30, 1992
between LEON D. BLACK, as
Settlor, and DEBRA R. BLACK,
BARRY J. COHEN and JOHN J.
HANNAN, as trustees

By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O JOSHUA MAX
BLACK U/A/D November 30, 1992
between LEON D. BLACK, as
Settlor, and DEBRA R. BLACK,
BARRY J. COHEN and JOHN J.
HANNAN, as trustees

By: DEBRA R. BLACK, Trustee

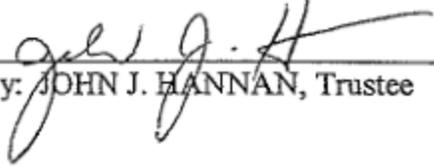
By: BARRY J. COHEN, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O BENJAMIN ELI
BLACK U/A/D November 30, 1992
between LEON D. BLACK, as
Settlor, and DEBRA R. BLACK,
BARRY J. COHEN and JOHN J.
HANNAN, as trustees

By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

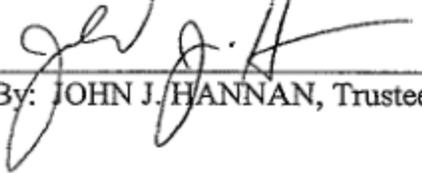


By: JOHN J. HANNAN, Trustee

TRUST F/B/O JOSHUA MAX
BLACK U/A/D November 30, 1992
between LEON D. BLACK, as
Settlor, and DEBRA R. BLACK,
BARRY J. COHEN and JOHN J.
HANNAN, as trustees

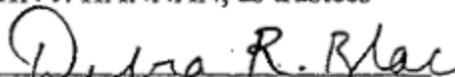
By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee



By: JOHN J. HANNAN, Trustee

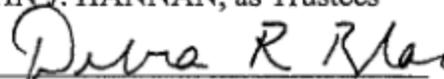
TRUST F/B/O ALEXANDER
SAMUEL BLACK U/A/D
November 30, 1992 between LEON
D. BLACK, as Settlor, and DEBRA
R. BLACK, BARRY J. COHEN and
JOHN J. HANNAN, as trustees


By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O VICTORIA
RACHEL BLACK U/A/D
November 30, 1992 between LEON
D. BLACK, as Settlor, and DEBRA
R. BLACK, BARRY J. COHEN and
JOHN J. HANNAN, as Trustees


By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O ALEXANDER
SAMUEL BLACK U/A/D
November 30, 1992 between LEON
D. BLACK, as Settlor, and DEBRA
R. BLACK, BARRY J. COHEN and
JOHN J. HANNAN, as trustees

By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O VICTORIA
RACHEL BLACK U/A/D
November 30, 1992 between LEON
D. BLACK, as Settlor, and DEBRA
R. BLACK, BARRY J. COHEN and
JOHN J. HANNAN, as Trustees

By: DEBRA R. BLACK, Trustee

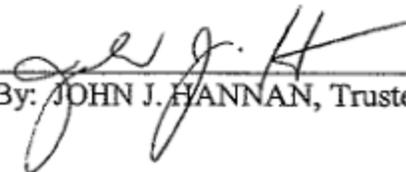
By: BARRY J. COHEN, Trustee

By: JOHN J. HANNAN, Trustee

TRUST F/B/O ALEXANDER
SAMUEL BLACK U/A/D
November 30, 1992 between LEON
D. BLACK, as Settlor, and DEBRA
R. BLACK, BARRY J. COHEN and
JOHN J. HANNAN, as trustees

By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee

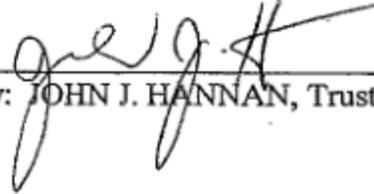


By: JOHN J. HANNAN, Trustee

TRUST F/B/O VICTORIA
RACHEL BLACK U/A/D
November 30, 1992 between LEON
D. BLACK, as Settlor, and DEBRA
R. BLACK, BARRY J. COHEN and
JOHN J. HANNAN, as Trustees

By: DEBRA R. BLACK, Trustee

By: BARRY J. COHEN, Trustee



By: JOHN J. HANNAN, Trustee

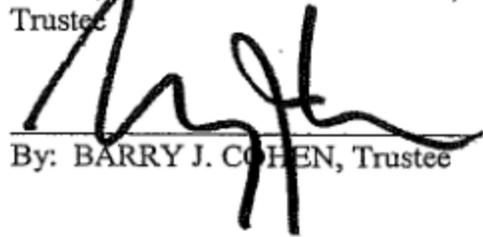
TRUST F/B/O BENJAMIN ELI
BLACK U/A/D August 1, 1988
between LEON D. BLACK, as
Settlor, and BARRY J. COHEN, as
Trustee


By: BARRY J. COHEN, Trustee

TRUST F/B/O JOSHUA MAX
BLACK U/A/D August 1, 1988
between LEON D. BLACK, as
Settlor, and BARRY J. COHEN, as
Trustee


By: BARRY J. COHEN, Trustee

TRUST F/B/O ALEXANDER
SAMUEL BLACK U/A/D August 1,
1988 between LEON D. BLACK, as
Settlor, and BARRY J. COHEN, as
Trustee


By: BARRY J. COHEN, Trustee

TRUST F/B/O VICTORIA
RACHEL BLACK U/A/D August 1,
1988 between LEON D. BLACK, as
Settlor, and BARRY J. COHEN, as
Trustee


By: BARRY J. COHEN, Trustee

AIF IV MANAGEMENT, INC.

A handwritten signature in cursive script, appearing to read "Leon D. Black".

By: LEON D. BLACK, President

EXHIBIT I

TO AGREEMENT OF LIMITED PARTNERSHIP OF BLACK FAMILY PARTNERS, LP

<u>Partner</u>	<u>Initial Capital</u>	<u>Sharing Ratio</u>	<u>Date of Admission</u>
<u>GENERAL PARTNER</u>			
Black Family GP, LLC c/o Leon D. Black, Manager Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
<u>LIMITED PARTNERS</u>			
Leon D. Black Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
LBF Holdings, LLC c/o Leon D. Black, Manager Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
Judah Investment Trust K Leon D. Black and John J. Hannan, Trustees c/o Leon D. Black Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
Judah Investment Trust L Leon D. Black and John J. Hannan, Trustees c/o Leon D. Black Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		June 6, 2007
Judah Investment Trust M Leon D. Black and John J. Hannan, Trustees c/o Leon D. Black	\$		June 6, 2007

<u>Partner</u>	<u>Initial Capital</u>	<u>Sharing Ratio</u>	<u>Date of Admission</u>
Apollo Management, L.P. 9 West 57th Street New York, New York 10019			
Judah Investment Trust N Leon D. Black and John J. Hannan, Trustees c/o Leon D. Black Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		June 6, 2007
Judah Investment Trust O Leon D. Black and John J. Hannan, Trustees c/o Leon D. Black Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		June 6, 2007
Leon D. Black Investment Trust A Leon D. Black and John J. Hannan, Trustees c/o Leon D. Black Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
Black Family 1997 Trust John J. Hannan, Debra R. Black, Barry J. Cohen and Richard Ressler, Trustees c/o John J. Hannan Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
Trust F/B/O Benjamin Eli Black U/A/D November 30, 1992 between Leon D. Black, as Settlor, and Debra R. Black, Barry J. Cohen and John J. Hannan, as Trustees	\$		May 17, 2007

<u>Partner</u>	<u>Initial Capital</u>	<u>Sharing Ratio</u>	<u>Date of Admission</u>
c/o John J. Hannan Apollo Management, L.P. 9 West 57th Street New York, New York 10019			
Trust F/B/O Joshua Max Black U/A/D November 30, 1992 between Leon D. Black, as Settlor, and Debra R. Black, Barry J. Cohen and John J. Hannan, as Trustees c/o John J. Hannan, Trustee Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
Trust F/B/O Alexander Samuel Black U/A/D November 30, 1992 between Leon D. Black, as Settlor, and Debra R. Black, Barry J. Cohen and John J. Hannan, as Trustees c/o John J. Hannan, Trustee Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
Trust F/B/O Victoria Rachel Black U/A/D November 30, 1992 between Leon D. Black, as Settlor, and Debra R. Black, Barry J. Cohen and John J. Hannan, as Trustees c/o John J. Hannan, Trustee Apollo Management, L.P. 9 West 57th Street New York, New York 10019	\$		May 17, 2007
Trust F/B/O Benjamin Eli Black U/A/D August 1, 1988 between Leon D. Black, as Settlor, and Barry J. Cohen, as Trustee	\$		May 17, 2007

<u>Partner</u>	<u>Initial Capital</u>	<u>Sharing Ratio</u>	<u>Date of Admission</u>
c/o Barry J. Cohen, Trustee [address]			
Trust F/B/O Joshua Max Black U/A/D August 1, 1988 between Leon D. Black, as Settlor, and Barry J. Cohen, as Trustee c/o Barry J. Cohen, Trustee [address]	\$		May 17, 2007
Trust F/B/O Alexander Samuel Black U/A/D August 1, 1988 between Leon D. Black, as Settlor, and Barry J. Cohen, as Trustee c/o Barry J. Cohen, Trustee [address]	\$		May 17, 2007
Trust F/B/O Victoria Rachel Black U/A/D August 1, 1988 between Leon D. Black, as Settlor, and Barry J. Cohen, as Trustees c/o Barry J. Cohen, Trustee [address]	\$		May 17, 2007
AIF IV Management, Inc.	\$	N/A	May 17, 2007

Effective as of May 17, 2007