

ART USE AGREEMENT
APO1 AGREEMENT

THIS ART USE AGREEMENT (the "Agreement") is made by and between Barry J. Cohen, John J. Hannan and Richard Ressler, as the trustees (the "Trustees") of the trust created under the APO1 Agreement (the "Trust") and Debra R. Black, in her individual capacity ("Debra" and together with the Trustees, the "Parties").

WHEREAS, the Trust owns the items of art listed on the attached Schedule A (such items, together with any additional items of art acquired by the Trust during the term of this Agreement, the "Art"); and

WHEREAS, Debra is a beneficiary of the Trust and the Trustees have the power, exercisable in their sole and absolute discretion, to pay trust principal to Debra or to use trust principal for her benefit; and

WHEREAS, the Trustees have determined it advisable to permit the rent-free use by Debra of the items of Art and Debra has agreed to such use; and

WHEREAS, the Parties would like to formalize the terms under which the Trustees have agreed to allow Debra to use the Art; and

WHEREAS, Debra acknowledges that the Art listed on Schedule A is currently in her possession and is in good condition.

NOW THEREFORE, the Parties agree as follows:

1. **INSURANCE.** The Trustees shall be required to obtain, and shall pay all premiums with respect to, all risk property insurance coverage for the Art during the term of this Agreement. Debra shall be provided with a copy of such coverage and shall be immediately notified of any change or cancellation of such insurance.
2. **LIABILITY.** Debra agrees that she shall be liable to the Trust for any damage to or loss of the Art that is not covered by the Trust's property insurance.
3. **RENT-FREE USE.** Debra shall not be required to make any payment to the Trustees in exchange for the use of the Art.
4. **OBLIGATION OF BENEFICIARY.** Debra agrees that she shall:
 - a. maintain possession of the Art on behalf of the Trustees during the term of this Agreement;

- b. maintain the Art in good condition and to comply with all reasonable recommendations which may be made by any expert employed by the Trustees concerning the conditions in which the Art should be kept for the purposes of maintaining the Art in good condition;
 - c. undertake such work of conservation as reasonably may be required by the Trustees and to comply with any terms reasonably laid down by the Trustees as to the manner in which and the persons by whom any such works of conservation may be conducted;
 - d. notify the Trustees immediately of any damage to or theft of the Art;
 - e. take all reasonable steps to preserve the Art in a clean and reasonable state of repair (damages by fire and other insurable risks excepted); and
 - f. permit the Trustees or any person authorized by the Trustees at reasonable times and upon reasonable notice to inspect the Art and to give the Trustees at all times reasonable information as to the location of the Art.
5. **TERM.** This Agreement shall terminate on the day prior to the first anniversary of the Effective Date (as defined below). Debra shall have the right to extend the term of this Agreement for consecutive terms of one (1) year each. Such extensions shall be automatic for so long as the Trust owns the Art and Debra is a beneficiary of the Trust; provided, however, that Debra and the Trustees shall have the right to elect not to extend the term of this Agreement by giving written notice to the other Party at least sixty (60) days prior to the expiration of the then current term. Such notice shall be delivered to the other Party pursuant to paragraph 8 hereof.
6. **TERMINATION AND RETURN OF ART.** Upon termination of this Agreement pursuant to paragraph 5 hereof, neither Party shall have any further obligation to the other, except as specifically provided in this paragraph. Debra shall return the Art to the Trustees within ten (10) business days of termination at her expense and to such address as the Trustees shall direct in a written notice delivered to her. The provisions of paragraphs 1 and 2, relating to insurance and liability for damage to the Art, shall survive the termination of this Agreement and shall continue until the Art has been delivered to the Trustees in accordance with this paragraph.
7. **ART VALUATION IN EVENT OF LOSS OR DAMAGE.** In the event of damage to or total loss of any item of the Art, the value of such item for purposes of adjusting claims for such loss shall be the fair market value of such item as agreed to by the Trustees and their insurance underwriters. For this purpose the “fair market value” of an item of Art shall mean the amount for which such item could have been sold immediately before the physical loss or damage which reduced the value of the item to the Trust and results in a claim for loss.

8. NOTICES. Any notice required herein shall be deemed to have been delivered to a Party at such time as it is actually received by such Party. Notices shall be delivered to a Party at the address set forth below, unless such Party provides another address to the other Party for purposes of delivering notices.

To: Debra: Debra R. Black
760 Park Avenue, 7th Floor
New York, New York 10021

To: the Trust: John J. Hannan, Trustee
C/o Apollo Management
9 West 57th Street
New York, New York 10019

9. ENTIRE AGREEMENT/CHOICE OF LAW. This Agreement contains the entire understanding between the Parties with respect to the Art and may only be modified by a written document signed by both Parties. This Agreement shall be interpreted in accordance with the laws of the State of New York.

10. EFFECTIVE DATE. This Agreement shall be effective as of January 1, 2014 (the "Effective Date").

11. COUNTERPARTS. This Agreement may be executed in counterparts which, taken together, shall be treated as an original instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Art Use Agreement as of the Effective Date.

Debra R. Black

APO1 AGREEMENT

By: _____
Barry J. Cohen, Trustee

By: _____
Richard Ressler, Trustee

By: _____
John J. Hannan, Trustee

SCHEDULE A
ART USE AGREEMENT

1. Max Beckman, *Studie Zu Malepartus (Study for Malepartus)*, 1919
Crayon on paper, 26 5/8 x 18 1/8 in.
2. Albrecht, Durer, *Hierinn sind bound with Etliche underricht*. The Collection of Arthur & Charlotte Vershbow, Nuremberg: 1528 & 1527.
3. Thomas Gainsborough, *Portrait of Caroline 4th Dutchess of Marlborough half-length, in a blue and white dress*. With inscription on reverse, pastel on green-brown paper, 12 5/8 x 9 5/8 in.
4. Claude Gellee, *A wooded landscape*, Pen, ink, brown wash on paper heightened with white on blue paper, brown ink framing lines, 8 7/8 x 11 7/8 in.
5. Jean-Louis-Andre-Theodore Gericault, *Study For the Father in the Raft of the Medusa (Recto) Two Studies for the Figure Seated at the Foot of the Mast (Verso)*, Black chalk and pencil on paper, 9 7/8 x 13 1/4 in.
6. Kazimir Malevich, *Composition in Dissolution: Composition 10a*, Motif from 1917-1918, v. 1920, Pencil on Paper, 7 x 4 1/2 in.
7. Joan Miro, *Untitled*, 1929, Pencil, gouache and collage of flocked paper on paper, 26 3/8 x 39 3/4 in.
8. Henri Matisse, *Nu de Dos, 4 etat (Back IV)*, Conceived circa 1930; cast in 1978 Bronze relief, 74 1/2 x 44 1/2 x 6 1/2 in.
9. Pablo Picasso, *Head of a Woman (Fernande)*, 1909, Black Chalk, grey wash 25 1/4 x 12 3/8 in, signed in pencil.
10. Odilon Redon, *A Edgar Poe*, 1882.
11. Edward Ruscha, *Egg*, 1970, Gunpowder on paper, Signed and dated lower left: "E. Ruscha 1970", 9 7/8 x 27 3/8 in.
12. Egon Schiele, *Self Portrait as Saint Sebastian*, 1914, Pencil on paper, signed and dated, 32.4 x 48.2 cm.
13. Kurt Schwitters, *"Sword"*, 1930, wood, painted white, 32 1/8 x 3 7/8 x 3 7/8 in.
14. Oscar Schlemmer, *"Three by the Banister"*, 1931, Watercolor on woven paper, Signed with initials and dated lower right "O Schl 1931", 53.8 x 39.5 cm.