

**TERM SHEET
FOR DISCUSSION PURPOSES ONLY
PRESENTED BY
U.S. TRUST, BANK OF AMERICA PRIVATE WEALTH MANAGEMENT,
A DIVISION OF BANK OF AMERICA, N.A.
("U.S. Trust" or "Bank")**

October 16, 2013

This Term Sheet and the information contained herein do not constitute a commitment to lend or otherwise extend credit on the part of U.S. Trust and is presented for discussion purposes only. This Term Sheet is intended as an outline only, and does not purport to summarize all of the terms, conditions, covenants, representations, warranties, and other provisions which would be contained in definitive legal documentation for the proposed transaction. Any such commitment will be issued only in writing subject to appropriate documentation, the terms of which are not limited to those set forth herein. The actual terms and conditions upon which U.S. Trust may extend credit is also subject to satisfactory completion of due diligence, necessary credit approval and such other terms and conditions as determined by U.S. Trust.

U.S. Trust reserves the right at any time to cancel or modify this Term Sheet and the terms and conditions presented for discussion herein for any reason. In any event, this proposal expires on **November 15, 2013** if the proposed transaction is not closed on or before that date.

BORROWER:	BJAV Marine Limited
GUARANTOR:	Unlimited guaranty of payment from Leon Black.
CREDIT FACILITY:	\$18,200,000.00 or up to 70% of the survey value, whichever is less.
PURPOSE:	Cash out financing of a 1997 54 meter Benetti motor yacht, MY "Starfire" (the "Vessel"). The Credit Facility will not be used directly or indirectly for the purpose of purchasing or carrying "margin stock" as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System, or to reduce or retire indebtedness incurred for such purpose.
TERM/MATURITY:	5 years
INTEREST RATE:	Daily floating rate per year equal to the One Month BBA LIBOR Daily Floating Rate (as adjusted from time to time in Bank's sole discretion for then-applicable reserve requirements, deposit insurance assessment rates and other regulatory costs) plus 2.00%. All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360-day year

REPAYMENT:	<p>Monthly interest payments. Fixed monthly principal payments based on a 20 year amortization, with a balloon payment in 5 years.</p> <p>All payments of principal and interest shall be made via automated debit of Borrower's business checking account with the Bank or another financial institution acceptable to the Bank.</p>
COLLATERAL:	<p>Perfected First Preferred Ship's Mortgage on the Vessel in the St. Vincent;s and the Grenadines..</p>
COLLATERAL MAINTENANCE REQUIREMENTS:	<p>The outstanding loan balance of the Vessel, on any date that Bank holds a perfected lien thereon, shall be up to a maximum of 80% of the fair market value of the vessel. A survey may be requested at the Bank's discretion, but no more than once annually, to determine fair market value and will be surveyed by a third party surveyor acceptable to the Bank.</p>
INSURANCE:	<p>Borrower shall furnish the Bank with a Hull & Indemnity insurance binder naming Bank of America, [REDACTED], as Loss Payee and include a Breach of Warranty endorsement. The policy must be from a company satisfactory to the Bank; must be in an amount satisfactory to the Bank; and must include provisions for advance written notice to the Bank of any intended policy cancellation.</p>
PREPAYMENTS:	<p>The Borrower may prepay any loan under the Credit Facility on which the interest rate floats daily in whole or in part at any time without penalty.</p>
REPRESENTATIONS AND WARRANTIES REPORTING & COVENANTS:	<p>Usual and customary for transactions of this type as determined by Bank including but not limited to:</p> <ul style="list-style-type: none"> • Guarantors' annual personal financial statement, signed, dated and certified to the Bank within 120 days of each calendar year-end. • Copies of the federal income tax returns plus corporate K-1 statements filed by Guarantor, within 30 days of filing, and, if requested by Bank, copies of any extensions of the filing date.
ADDITIONAL ITEMS REQUIRED FOR CLOSING:	<ul style="list-style-type: none"> • Incorporation documentation of the entity that will own the Vessel • Insurance binder for hull and indemnity, with Breach of Warranty endorsement, naming Bank as Loss Payee
EXPENSES:	<p>Borrower will pay all reasonable costs and expenses associated with the preparation of documents, due diligence, and closing of the Credit Facility, including, without limitation, Bank's attorneys' fees whether or not the Credit Facility is closed. While this proposal does not constitute a commitment of the Bank, the signature of Borrower below will bind the</p>

Borrower to pay the expenses described in this paragraph.

TAXES:

Borrower and any Guarantor shall be liable for all withholding, documentary stamp or other taxes or similar charges due in connection with the Credit Facility as set forth in Bank's standard loan documents.

EXPIRATION DATE:

Unless otherwise extended in writing by the Bank, the Bank will no longer consider this proposal unless signed and accepted below by **October 21, 2013**.

Bank hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "Act"), Bank is required to obtain, verify and record information that identifies Borrower, which information includes Borrower's legal name, address, social security number or tax ID number and other information that will allow Bank to identify Borrower in accordance with the Act. If guarantees are requested, the Bank will also require information regarding each guarantor, such as legal name, address, social security number or tax ID number and date of birth.

This Term Sheet contains confidential and proprietary loan structuring and pricing information. Except for disclosure on a confidential basis to Borrower's accountants, attorneys and other professional advisors retained by Borrower in connection with the Credit Facility or as may be required by law, the contents of the Term Sheet may not be disclosed in whole or in part to any other person or entity without Bank's prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed Credit Facility.

If Borrower finds the terms and conditions of this proposal to be acceptable, kindly indicate Borrower's interest in pursuing continued discussion of the proposed Credit Facility by signing below and returning it to the undersigned by no later than the Expiration Date. Upon receipt on or before that date of the signed copy of this Term Sheet from Borrower, Bank may commence negotiations for the proposed Credit Facility and discuss with Borrower the due diligence and other investigations which Bank would have to undertake in order for the Bank to determine whether to actually make the Credit Facility available, including without limitation, requesting consumer credit reports to verify the creditworthiness of the credit parties.

We appreciate the opportunity to provide Borrower with the financial services of U.S. Trust and look forward to a continuing mutually beneficial relationship.

Sincerely,

Bank of America, ■■■.

By: _____

Name: Jane R. Heller

Title: Managing Director

Accepted and agreed to this _____ day of October, 2013

Leon D. Black