

RELEASE OF CLAIMS (by Fund Investors)

The undersigned person (the "Affiant"), in consideration of:

the Settlement Agreement approved by the District Court in its order dated August 28, 2012 (the "Settlement Agreement") of which this Release of Claims is an integral part, and the Releases of Claims of all Parties and all Fund Investors delivering Releases of Claims, the mutual promises contained therein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

on behalf of:

such Affiant, and his/her/its officers, directors, partners, members, shareholders, managers, agents, representatives, heirs, executors, trustees, administrators, predecessors, subsidiaries, successors, affiliates, assigns, advisors, legal representatives, attorneys, and employees (collectively, the "Releasers"),

hereby releases and discharges:

the Affiliated Companies, the Principals, the Spouses and Dawson, and the Receiver, and each of their respective officers, directors, partners, members, shareholders, managers, agents, representatives, heirs, executors, trustees, administrators, predecessors, subsidiaries, successors, affiliates, assigns, advisors, legal representatives, attorneys, and employees (collectively, the "Releasees"), but this Release of Claims does not release any of the following persons or entities: Ernst & Young, Mayer Brown LLP, William L. Gunlicks, William V. Gunlicks, Jr., all investment advisors to any of Founding Partners or FPCM, and Cain Brothers & Company, LLC, and their respective officers, directors, partners, members, shareholders, managers, trustees, administrators, predecessors, successors, affiliates, assigns and current or former employees, contractors or vendors,

from:

all liabilities arising from any and all claims, demands, controversies, actions, causes of action whether asserted or unasserted, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, proceedings, agreements, promises, variances, trespasses, obligations, liabilities, fines, penalties, costs, expenses, attorneys' fees, and damages of whatsoever character, nature, or kind, in law or in equity, whether known or unknown, fixed or contingent, liquidated or unliquidated, pending or not pending, disclosed or not disclosed, whether

directly, representatively, derivatively or in any other capacity (collectively, the "Claims"),

which against the Releasees the Releasors ever had, now have or hereafter can, shall or may have for, upon or by reason of:

any Claims in any way related to the investments by any of the Fund Investors into Founding Partners or FPCM, the Loans and the credit relationship between Founding Partners or FPCM and any of the Companies, and any uses of the proceeds of the Loans by any of the Companies or transfers between the Companies or Affiliated Companies; any Claims in any way related to the facts, statements or omissions alleged in the actions or proceedings listed on Exhibit A and/or in any proposed amended pleading or intervenor pleading that was sought to be filed in such actions or proceedings; and any Claims in any way related to any actions or omissions of the Receiver relating in any manner to his role as the Receiver of Founding Partners and FPCM (collectively, the "Released Claims").

Notwithstanding anything to the contrary set forth in this Release, the Released Claims shall not include any Claims arising under, or relating to the performance under or the enforcement of, the Transaction Documents.

The Releasors shall not commence, prosecute, or assert any action, complaint, demand, cause of action, arbitration or other proceeding of any kind relating to, arising out of or involving in any way the Released Claims including, without limitation, any action for contribution, indemnity or otherwise, against or affecting any of the Releasees or any of their property, except for the purpose of enforcing this or any other Release executed in connection with this Settlement Agreement. In addition, the Releasors shall not assist or cooperate with any other person to commence, prosecute or pursue any civil claim against any Releasee, provided, however, that the Releasors shall be permitted to respond to subpoenas or court orders, in which case the Releasor will notify the affected Party or Parties of any such subpoena or order promptly so as to afford the affected Party

or Parties the opportunity to take such action as they deem appropriate. For the avoidance of doubt, the foregoing is not intended to and shall not prevent any Releasor from cooperating with any criminal law enforcement authorities.

In the event that any Releasor breaches the foregoing paragraphs, such Releasor shall indemnify and hold harmless each Releasee for any loss or damages, however suffered, caused by such breach, including, without limitation, costs, expenses and reasonable attorneys' fees, including, without limitation, attorneys' fees incurred in the course of enforcement of this indemnification provision.

The Releasors represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim released hereby that they have had, now have or may have against Releasees or any portion thereof or interest therein.

This Release may be modified only by a writing duly executed by the parties hereto.

This Release is integral to and forms part of the Settlement Agreement.

This Release shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any conflicts of laws rule or principle that might require the application of the laws of another jurisdiction.

Unless otherwise defined herein, capitalized terms used herein shall have the definitions set forth in the Settlement Agreement.

IN WITNESS WHEREOF, the Affiant has set his or her or its hand this ____ day of _____, 2012.

(Name of Fund Investor):

(Signature):

By: _____

(Position):

EXHIBIT A

Actions and Proceedings

1. *Securities and Exchange Commission vs. Founding Partners Capital Management Co. and William L. Gunlicks, et al.*, No. 2:09-cv-229-FtM-29SPC (M.D.Fla.)
2. *Daniel S. Newman, as Receiver for Founding Partners Capital Management Company; Founding Partners Stable-Value Fund, L.P.; Founding Partners Stable-Value Fund II, L.P.; Founding Partners Global Fund, Ltd.; and Founding Partners Hybrid-Value Fund, L.P. v. Sun Capital, Inc., Sun Capital Healthcare, Inc., HLP Properties of Port Arthur, LLC*, No. 2:09-cv-445-FtM-29SPC (M.D.Fla.)
3. *Annandale Partners, LP, et al. v. Sun Capital, Inc., Sun Capital Healthcare, Inc., Promise Healthcare, Inc., Peter Baronoff, Howard Koslow, and Lawrence Leder*, No. 09-03561 (134th Jud. Dist., Dallas County, Texas)
4. *Roman Catholic Church of the Archdiocese of New Orleans v. Sun Capital Healthcare, Inc., Sun Capital, Inc., Peter R. Baronoff, Howard B. Koslow, Lawrence Leder, and Equitas Capital Advisors, LLC*, No. 09-12364 (La. Civ. Dist. Ct., Orleans Parish)
5. *William Bonewitz, et al. v. Founding Partners Capital Management Company, et al.*, No. 2:09-cv-00718-JES-DNF (M.D. Fla.)