

**UNITED STATES
DISTRICT COURT
MIDDLE DISTRICT OF
FLORIDA FORT MYERS
DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

FOUNDING PARTNERS CAPITAL
MANAGEMENT, and WILLIAM L.
GUNLICKS,

Defendants,

FOUNDING PARTNERS STABLE-VALUE
FUND, LP, FOUNDING PARTNERS
STABLE-VALUE FUND II, LP, FOUNDING
PARTNERS GLOBAL FUND, LTD., and
FOUNDING PARTNERS HYBRID-VALUE
FUND, LP,

Relief Defendants.

CASE NO.: 2:09-CV-229-FTM-29SPC

MOTION BY CVP FOR RECOGNITION OF ASSIGNMENT OF CLAIMS

Non-party CVP SPV LLC Series 1, a Delaware Series LLC (collectively in respect of its Series, "CVP") hereby moves this Court to recognize the assignment to CVP of certain claims in this matter, and states as follows:

1. On May 20, 2009, Daniel S. Newman, Esq. was appointed by this Court as the Receiver of 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. (collectively, the "Receivership Estate").

2. On July 3, 2014, after a hearing, the Court issued an Opinion and Order approving

Claims against the Receivership Entities in certain amounts, as shown on “Revised Schedule A”, filed as Docket No. 417-5 in this matter. (Dkt. 430 at p. 31.) The Court also approved an interim distribution of Founding Partners Designee LLC (“FP Designee”) membership interests according to the percentages in Revised Schedule B, filed as Docket No. 417-6.

3. Revised Schedule A contained the following Note with respect to Claim Nos. 213 and 214: “The Receiver has received written and signed documentation indicating that claimants 213 and 214 have sold their interests to CVP. Accordingly, the receiver recommends that any distribution associated with these claims be distributed to CVP.” In its Opinion and Order, the Court adopted this recommendation. (Dkt. 430 at p. 19.)

4. Subsequent to the creation of Revised Schedule A and the Court’s Opinion and Order, CVP purchased certain other Claims from the holders of those Claims. Specifically, the prior holders of Claims 9, 11, 21, 50, 87, 88, 98, 118, 126, 213, and 214 assigned all their rights and interests in the those Claims to CVP for good and valuable consideration.

5. On October 28, 2015, CVP moved by unopposed motion for recognition and assignment of those claims 9, 11, 21, 50, 87, 88, 98, 118, 126, 213, and 214 (the “First Assignment Motion”). (Dkt. No. 465). In the First Assignment Motion, CVP explicitly noted that it may later submit additional purchased Claims to the Court for recognition, and that, for the avoidance of doubt, nothing in that motion should “preclude or limit CVP’s ability to submit a subsequent motion seeking recognition of the assignments of additional Claims.” *Id.* at para. 8.

6. By Order dated November 5, 2015 the Court granted CVP’s motion and recognized that those claims against the Receivership Estate as listed on Revised Schedule A were assigned to CVP (the “Assignment Order”). (Dkt. No. 466)

7. CVP purchased certain other additional Claims separate from those included in

the Assignment Order from the holders of those Claims. Specifically, the prior holders of Claims 14, 19, 106, 114, 143, and 148 (the “Purchased Claims”) have assigned all their rights and interests in the Purchased Claims to CVP for good and valuable consideration.

8. In support of this Motion, CVP has submitted an affidavit from CVP as **Exhibit A**, as well as true and correct copies of the Purchase and Sale Agreements associated with the Purchased Claims as **Exhibits A1-A6**.¹

9. Prior to filing this Motion, CVP sought guidance from the Receiver to confirm his recognition of CVP’s interest in the Purchased Claims. The Receiver indicated that the Receiver would only recognize the claims assigned in the Assignment Order, and that CVP should file this Motion seeking Court recognition of its purchase of the Purchased Claims, for the avoidance of any doubt and in the interest of full transparency. CVP has provided the Receiver with an indemnity for the Assignments of the Purchased Claims, which is attached hereto as **Exhibit B**.

10. Prior to filing this Motion, CVP provided a copy of the Motion to each Assignor, and gave notice of the opportunity to object to the Motion. CVP has received no objection from any Assignor.

11. Accordingly, CVP requests at this time that the Court formally recognize the assignment to CVP of Claims 14, 19, 106, 114, 143, and 148. CVP may submit additional purchased Claims to the Court for recognition in due course. For the avoidance of doubt, nothing

¹ The percentages recited in Exhibit A are intended to correspond with the Allowed Amount of such Purchased Claim divided by the total Allowed Amount of all Claims, as more fully described in the Court’s Opinion and Order of July 3, 2014 [Dkt. 430] and as reflected in Revised Schedule B [Dkt. 417-6]. For the avoidance of doubt, CVP acknowledges that technically only the interim distribution of FP Designee membership interests has been approved for this percentage of recovery. Accordingly, it is possible that each assigned Purchased Claim’s approved percentage of recovery in future distributions may be calculated differently. The Assignments, this Motion, and the Receiver’s agreed lack of opposition to this Motion is without prejudice to, and shall not be construed to restrict or affect in any way how the Receiver may allocate the percentages of recovery in any future approved distributions.

in this Motion shall preclude or limit CVP's ability to submit a subsequent motion seeking recognition of the assignments of additional Claims.

12. CVP has conferred with the Receiver prior to filing this Motion and the Receiver does not oppose the relief sought.

WHEREFORE, for all these reasons, CVP respectfully requests that the Court enter an Order:

A. Finding that, subject to the terms and conditions of the Purchased and Sale Agreements (Exs. A1-A7) which have been filed with this Motion, all right, title, and interest of each Assignor reflected therein, with respect to Claims 14, 19, 106, 114, 143, and 148 against the Receivership Estate in this matter, has been assigned to CVP;

B. Recognizing the assignment to CVP of Claims 14, 19, 106, 114, 143, and 148, as shown on "Revised Schedule A", filed as Docket No. 417-5 in this matter; provided, however, that notwithstanding anything in the Assignments to the contrary, CVP shall have no greater rights in the Receivership Estate than each Assignor had, and the Court's Orders shall be controlling with respect to the approved percentage of any recovery in any future distributions;

C. Recognizing the Indemnity attached as Exhibit B to this Motion;

D. Authorizing and directing the Receiver to recognize and treat CVP as the owner of the Purchased Claims for all purposes, to reflect CVP's ownership of the Purchased Claims in its books and records accordingly, to record CVP as the Claimant and communicate solely with CVP regarding the Purchased Claims, and to make any distributions associated with the Purchased Claims directly to CVP, subject to further orders of this Court;

E. Providing that the Receiver shall have no liability with respect to these transactions and no duty of any kind to any of the original claimants to Claims 14, 19, 106, 114,

143, and 148; and

F. Granting such other and further relief as the Court deems appropriate under the circumstances.

3.01(g) CERTIFICATION

Pursuant to Local Rule 3.01(g), the undersigned hereby certifies that Counsel for CVP SPV LLC discussed this Motion with counsel for the Receiver and states that the Receiver does not oppose the relief sought in this Motion.

Dated: September 11, 2020

Respectfully submitted,

/s/ Paul Messina Jr.

Paul Messina Jr., Esq.

Florida Bar No. 84490

BLANK ROME LLP

Fifth Third Center

201 East Kennedy Boulevard, Suite 520

Tampa, FL 33602

Tel.: 813.255.2300

Fax: 813.830.7444

Counsel for CVP SPV LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 11, 2020, a copy of the foregoing MOTION was served to: all CM/ECF registered recipients by electronic mail

/s/ Paul Messina Jr.
Paul Messina Jr., Esq.

EXHIBIT A

UNITED STATES
DISTRICT COURT
MIDDLE DISTRICT OF
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SECURITIES AND EXCHANGE
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Relief Defendants.

CASE NO.: 2:09-CV-229-FTM-29SPC

AFFIDAVIT OF DONALD POLLARD

I, Donald Pollard, hereby depose and state as follows,

1. I am over 18, have personal knowledge of the matters stated herein, and could testify to them if called upon to do so.

2. CVP SPV LLC is a Delaware Series LLC (each Series referred to herein collectively as "CVP"). The Manager of CVP with respect to each Series is Credit Value Partners LP. I am the CEO of Credit Value Partners LP. I am authorized by CVP and Credit Value Partners LP to make this affidavit.

3. At various dates and times, CVP purchased certain Claims and interests in this matter from approved claimants, for good and valuable consideration, in arms-length, commercially reasonable transactions. To document the assignment of these Claims, CVP and the claimants executed various Purchase and Sale Agreements. Attached to my Affidavit are true and correct copies of the following Purchase and Sale Agreements for interests and resulting claims in the Receivership Estate, presented with the Claim Number, the amount of the Approved Claim, and the Approved Claim Distribution Percentage:

Name of Claimant-Assignor	Claim No.	Dist. %
Telesis IIR L.P.	14	.89
Walter E. Johnson	19	.44
Dian Grayes Owen Foundation	106	.26
Palquine Ltd. aka "Palquine Family Limited Partnership"	114	.26
Ron Mann IRA aka "Mann IRA"	143	.26
SP50 Investments Ltd.	148	.26

4. CVP conferred with the Receiver regarding the proper procedure to ensure recognition of CVP as the holder of these Claims. The Receiver indicated that CVP should file a motion seeking Court recognition of CVP's purchase of the Claims, for the avoidance of any doubt and in the interest of full transparency.

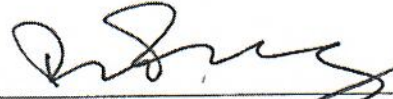
5. FURTHER AFFIANT SAYETH NOT.

Under penalty of perjury, I affirm that the foregoing affidavit is true and correct to the best of my knowledge information and belief.

[SIGNATURE ON NEXT PAGE]

Executed this 10 day of September 2020

STATE OF CONNECTICUT)
)SS.:
COUNTY OF FAIRFIELD)



DONALD POLLARD, CEO
CREDIT VALUE PARTNERS LP, as
Manager CVP SPV LLC

The foregoing instrument was acknowledged before me this 10th day of September 2020, by Donald Pollard, who is either personally known to me or has produced his driver's license as identification.



LINDSEY NORMAN
Notary Public, Connecticut
My Commission Expires Nov. 30, 2023

Exhibit A-1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made and entered into as of December 3, 2012, by and among: Telesis IIR, L.P. (“*Seller*”); and CVP SPV LLC in respect of its Series I as set forth on Schedule A hereto (“*Purchaser*”).

Recitals

WHEREAS, Seller is the legal and beneficial owner of interest(s) in the investment funds listed on Schedule A hereto (the funds, the “*Funds*”, and the interest(s) therein, the “*Purchased Interests*”).

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller’s right, title and interest in the Purchased Interests owned by Seller other than such rights and interest as are specifically reserved by Seller as set forth herein, all upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, if the consent of the Receiver (as defined below) to the transfer of the Purchased Interests is not obtained, Purchaser and Seller desire that Seller shall sell to Purchaser, and Purchaser shall purchase from Seller all of Seller’s right, title and interest in the FP Designee Interests (as defined below) that are distributed in respect to the Purchased Interests under the Settlement Agreement (as defined below).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the terms set forth below shall have the following meanings:

“*Affiliate*” of any Person shall mean any officer, director, equity holder or member of such Person or any entity that is managed or advised, directly or indirectly, by such Person. The term Affiliate shall also include any entity which controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Purchase and Sale Agreement (including all Schedules hereto), as it may be amended from time to time.

“*Bankruptcy*” shall mean, with respect to any Person, an adjudication that such Person is bankrupt or insolvent, such Person’s admission of its inability to pay its debts as they mature, such Person’s making a general assignment for the benefit of creditors, such Person’s filing a

petition in bankruptcy or a petition for relief under any section of any bankruptcy or insolvency law or any similar administration proceeding or Governmental Order by any Governmental Authority, or the filing against such Person of any such petition which is not discharged within 60 days thereafter.

“**Business Day**” shall mean any day other than (i) a Saturday or a Sunday or (ii) a day on which banks located in New York, New York or London, England are authorized or required by law to remain closed.

“**Closing Date**” shall mean the earliest to occur of (i) the LP Interest Closing, (ii) the FP Designee Interest Closing or (iii) the Participation Interest Closing, or in each case such other date as the parties may agree.

“**Contract**” shall mean any agreement, contract, consensual obligation, promise, understanding, arrangement, commitment or undertaking of any nature (whether written or oral and whether express or implied).

“**Court**” shall mean the United States District Court for the Middle District of Florida, Fort Myers Division.

“**Distributions**” shall mean any payment, proceeds or other monies from the Funds in respect of the Purchased Interests, including, without limitation, through redemptions or dividends, or any notes, securities or other property or proceeds or in-kind distributions under or in respect of such Purchased Interests. The term “Distributions” shall not include distributions of FP Designee Interests transferred to Purchaser hereunder.

“**Economic Effective Date**” shall mean the date hereof.

“**Encumbrance**” shall mean any lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction on (i) the voting of any security, (ii) the transfer of any security or other asset, (iii) the receipt of any income derived from any asset, (iv) the use of any asset and (v) title, or (vi) the possession, exercise or transfer of any other attribute of ownership of any asset; provided, that any such lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction in the Organizational Documents of the Funds, the limited liability company agreement of FP Designee or imposed by federal or state securities laws shall not be deemed an Encumbrance for purposes of this Agreement.

“**Entity**” shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company) or similar entity.

“**Estimated NIC Percentage**” shall mean the percentage point of interest set forth as Estimated NIC Percentage on Schedule A hereto.

“**FP Designee**” shall mean the entity proposed to be formed by the Receiver in connection with the Settlement Agreement, interests of which will be distributed to investors in

the Funds who join in the Settlement Agreement and whose interests are validated through the claims process as described in the Amended Opinion and Order dated August 28, 2012 of the United States District Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC or such other entity or entities formed the interests in which are distributed to FP Fund investors by the Receiver in lieu thereof.

“FP Designee Interest Closing” shall mean, if the LP Interest Closing shall not have occurred prior to such date, the date on which legal and beneficial ownership of the FP Designee Interests is transferred to the Purchaser by the Seller.

“FP Designee Interests” shall mean interests in FP Designee distributed in respect of the Purchased Interests under the Settlement Agreement.

“FP Funds” shall mean Founding Partners Stable-Value Fund, L.P., Founding Partners Stable-Value Fund II, L.P., Founding Partners Hybrid-Value Fund, L.P., and Founding Partners Global Fund, Ltd.

“Funds” has the meaning set forth in the Recitals.

“Governmental Approval” shall mean any: (a) permit, license, certificate, concession, approval, consent, ratification, permission, clearance, exemption, waiver, certification, registration, qualification, accreditation or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Authority.

“Governmental Authority” shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) regulatory, governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, and any court or other tribunal).

“Governmental Order” shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Investor Release” shall mean the Release of Claims (by FP Fund investors) required to be delivered by investors in the FP Funds to the Receiver contemporaneously with the Proof of Claim in order to participate in any distributions in respect of the Settlement Agreement relating to certain litigation proceedings involving SCI, SCHI, Promise the Principals and Founding Partners (as such terms are defined in the Settlement Agreement) among others.

“Legal Requirement” shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, ordinance, code, Order, edict, decree, regulation or permit, that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority of competent jurisdiction.

“Liability” shall mean any commitment, obligation, duty or liability of any nature, including those arising under the Portfolio Property Agreements or the limited liability company agreement of FP Designee as a consequence of ownership of the Purchased Interests.

“Losses” shall have the meaning specified in Section 7.1.

“LP Interest Closing” shall mean the date on which legal and beneficial ownership of the Purchased Interests is transferred to the Purchaser by Seller and confirmed or consented to by the Receiver or the Funds or otherwise approved by the Court; provided, however, the LP Interest Closing shall not occur until November 30, 2013 if the Purchase Price will be determined pursuant to Section 2.2(a)(iii) due to the fact that the Purchase Price cannot be determined on or prior to such date pursuant to Section 2.2(a)(i) or Section 2.2(a)(ii).

“NIC Purchase Price” has the meaning specified in Section 2.2(a)(iii).

“Order” shall mean any: (a) temporary, preliminary or permanent order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, stipulation, subpoena, writ or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction; or (b) Contract with any Governmental Authority that is or has been entered into in connection with any Proceeding.

“Organizational Documents” shall mean: (i) with respect to a corporation, its certificate of incorporation and by-laws; (ii) with respect to a limited partnership, its certificate of limited partnership and partnership agreement; (iii) with respect to a limited liability company, its certificate of formation and limited liability company agreement; (iv) with respect to a Cayman Islands company, its memorandum and articles of association; (v) with respect to a Cayman Islands registered trust, its Declaration of Trust; and (vi) with respect to any other Person that is not an individual, its similar governing and constituent documents.

“Participation Interest” shall have the meaning specified in Section 2.1.

“Participation Interest Closing” shall mean November 30, 2013, if neither the LP Interest Closing nor the FP Designee Interest Closing shall have occurred on or prior to such date.

“Person” shall mean any individual, Entity or Governmental Authority.

“Portfolio Property Agreement” shall mean any Organizational Documents of the Funds, all amendments thereto, any and all side letters to which Seller is a party with respect to the Purchased Interests and any Subscription Agreement of Seller relating to the Purchased Interests.

“Proceeding” shall mean any action, suit, litigation, arbitration, prosecution, investigation, hearing or inquest before or by any Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction.

“Proof of Claim” shall mean the Proof of Claim Form required to be submitted on or before the Proof of Claim Date to the Receiver, by all investors of record in the Funds as of January 1, 2009.

“Proof of Claim Date” shall mean October 12, 2012 or such other date as shall be determined by the Receiver as the deadline for submitting Proofs of Claim to the Receiver.

“Purchase Price” shall mean the amount determined in accordance with Section 2.2.

“Purchased Interests” shall have the meaning specified in the Recitals.

“Purchaser” shall have the meaning specified in the first paragraph of this Agreement.

“Purchaser Indemnitees” shall have the meaning specified in Section 7.1.

“Receiver” shall mean Daniel S. Newman (or his successor(s)), receiver for each of the FP Funds.

“Release Amount” shall mean 90% of the NIC Purchase Price.

“Representatives” of a party shall mean officers, directors, employees, attorneys, accountants, advisors and agents, of such party.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Seller” shall have the meaning specified in the first paragraph of this Agreement.

“Seller Indemnitees” shall have the meaning specified in Section 7.2.

“Settlement Agreement” shall mean the settlement agreement described in the Amended Opinion and Order dated August 28, 2012 of the Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC.

“SV Fund” shall mean Founding Partners Stable-Value Fund, L.P.

“Transaction” or ***“Transactions”*** shall mean, collectively, the purchase and sale contemplated hereby and the related transactions contemplated by the Transaction Documents.

“Transaction Documents” shall mean this Agreement, the Transfer Form and all other agreements, certificates, instruments, documents and writings executed and delivered by Purchaser and Seller, or the Funds, in connection with the Transaction.

“Transfer Date” shall mean, with respect to the Purchased Interests or the FP Designee Interests, as the case may be, the date of the latest to occur of Purchaser’s receipt of a copy of written evidence from the issuer of the securities in question confirming that the Transfer of such Purchased Interests or FP Designee Interests has occurred.

“Transfer Form” shall mean an assignment and assumption agreement, notice of transfer or other form of instrument as may be reasonably acceptable to Purchaser and Seller and, if

applicable, required by the Receiver, the Court, the Funds and/or FP Designee, in order to record the transfer of the Purchased Interests and/or the FP Designee Interests from Seller to Purchaser on the books and records of the Funds and/or FP Designee.

“True-Up Amount” shall mean the Purchase Price (determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii)) minus the NIC Purchase Price or, if no Purchase Price can be determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii) on or prior to June 15, 2014, 10% of the NIC Purchase Price.

Other capitalized terms used in this Agreement shall have the meanings ascribed to them in the Sections where such terms are initially used.

ARTICLE II THE TRANSACTION

2.1 Purchase and Sale of the Purchased Interests. Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase from Seller on the Closing Date, legal and beneficial right, title and interest to the Purchased Interests (or, if applicable, the FP Designee Interests) free and clear of all Encumbrances. Seller hereby grants to Purchaser the right to participate in 100% of the proceeds of the Purchased Interests (the **“Participation Interest”**), and Purchaser hereby assumes 100% of the risks of the Purchased Interests, in each case from and after the Economic Effective Date, except for those obligations excluded from the Purchased Interests in accordance with Section 2.4(b). Seller shall pay or transfer over all Distributions received from and after the Economic Effective Date (or reduce the Purchase Price) in respect of the Purchased Interests to Purchaser as set forth in this Agreement, subject to Section 2.5. Seller shall cooperate with Purchaser and shall use its commercially reasonable efforts to obtain the consent of the applicable issuer of the Purchased Interests or the FP Designee Interests, as applicable, and take such other actions necessary for Purchaser to be the legal and beneficial owner of the Purchased Interests or the FP Designee Interests, as applicable, as soon as possible.

2.2 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of the Purchased Interests, the FP Designee Interests distributed in respect of the Purchased Interests or the Participation Interests, as the case may be, by Seller to Purchaser on the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller an amount (reduced dollar-for-dollar by the amount of any Distributions actually received by Seller in respect of the Purchased Interests after the date hereof and prior to the Closing Date and not delivered to Purchaser in accordance with the terms of this Agreement) (the **“Purchase Price”**) that shall be determined as follows:

(a) If the Closing Date occurs on the LP Interest Closing, then,

(i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the

Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be determined by multiplying \$1,050,000 by the Estimated NIC Percentage (the "*NIC Purchase Price*"), subject to Section 2.2(e).

(b) If the Closing Date occurs on the FP Designee Interest Closing, then the Purchase Price shall be \$1,050,000 for each percentage point of interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns or transferred to Purchaser or its assigns by Seller in respect of the Purchased Interests, the FP Designee Interests or Participation Interests on or after the date hereof.

(c) If the Closing Date occurs on the Participation Interest Closing, then,

(i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court prior to date of the Participation Interest Closing; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest

is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be the NIC Purchase Price, subject to Section 2.2(e).

(d) For purposes of Sections 2.2(a)(ii) and 2.2(c)(ii) above, the calculation of a percentage point of interest, whether referring to SV Fund, another Fund or otherwise, shall be determined after taking into account all proofs of claim filed in connection with the Settlement Agreement. For clarification, the percentage point of interest will only include those investors participating in distributions pursuant to the Settlement Agreement and will be measured on a post-Settlement basis.

(e) Purchaser shall pay the Purchase Price to the Seller on the Closing Date unless the Purchase Price on such date is determined by reference to the Estimated NIC Percentage, in which case Purchaser shall pay the Release Amount to Seller on the Closing Date and the parties shall settle the True-Up Amount on the earliest to occur of (x) June 15, 2014 or (y) the determination of the Purchase Price under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii), as applicable. If the True-Up Amount is positive (meaning the Purchase Price exceeds the NIC Purchase Price), Purchaser shall pay such amount to Seller. If the True-Up Amount is negative (meaning the NIC Purchase Price exceeds the Purchase Price), the Seller shall pay such amount to Purchaser.

2.3 Closing Date; Delivery and Payment.

(a) The closing of the Transaction shall take place on the Closing Date, and:

(i) if the Closing Date is the date of the LP Interest Closing, Seller shall transfer the Purchased Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(ii) if the Closing Date is the date of the FP Designee Interest Closing, Seller shall transfer the FP Designee Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(iii) If the Closing Date is the date of the Participation Interest Closing, Purchaser shall pay the Purchase Price to Seller.

(iv) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to the following account(s) of Seller:

Wiring Instructions for Seller

Wells Fargo Bank Northwest
ABA: 121-000-248
Name: Telesis IIR, L.P.

North Ogden, UT
Account: 981-792-9350

(b) On the Closing Date, Seller shall deliver to Purchaser the following:

(i) in the case of the LP Interest Closing or the FP Designee Interest Closing, the Transfer Form, if any, duly executed by Seller, for the Purchased Interests or FP Designee Interests, as applicable, together with evidence reasonably satisfactory to Purchaser that the Funds, FP Designee or the Receiver, as applicable, has recorded or will record the transfer, and together with such other forms, documents or instruments that may be required by the Receiver;

(ii) payment instructions to the Funds, FP Designee or the Receiver, as applicable, in a form reasonably acceptable to Purchaser, instructing the Funds, FP Designee and/or the Receiver to pay all future Distributions in respect of Seller to the account of the Purchaser; and

(iii) such other documents, instruments or agreements as may reasonably be requested by Purchaser to give effect to this Agreement.

(c) On the Closing Date, Purchaser shall:

(i) deliver or cause to be delivered to Seller payment of the Purchase Price to Seller as per the wire instructions in Section 2.3(a)(iv) above; and

(ii) in the case of the LP Interest Closing or the FP Designee Interest Closing, deliver or cause to be delivered to Seller the Transfer Form, if any, duly executed by the Purchaser for the Purchased Interests or FP Designee Interests, as applicable, together with such other forms, documents or instruments that may be required by the Receiver.

2.4 Assumed Obligations.

(a) Purchaser hereby assumes, accepts and agrees to pay, perform, discharge, and otherwise fulfill any and all obligations as registered holder of the Purchased Interests or FP Designee Interests required to be paid or performed after the Economic Effective Date in connection with the ownership of the Purchased Interests.

(b) Notwithstanding the terms of Section 2.4(a), Purchaser shall not, directly or indirectly, assume, and shall not in any way be or become responsible for, and Seller shall remain responsible for any Liability associated with the Purchased Interests which arise, accrue, or relate to the period that Seller was the legal or beneficial owner of the Purchased Interests prior to the Economic Effective Date or that arise as a result of any action or inaction by Seller in relation to the Purchased Interests prior to the Economic Effective Date, other than in compliance with this Agreement.

2.5 Voting; Further Assurances.

(a) From and after the date hereof, Seller and Purchaser will use their reasonable best efforts to take such actions as may be possible without violation or breach of the Portfolio Property Agreements to effectively grant Purchaser the economic benefits of ownership of the Purchased Interests as contemplated hereby. Notwithstanding the foregoing, until such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall retain all cash Distributions received by or on behalf of Seller from and after the date hereof in respect of the Purchased Interests, and such retained cash Distributions shall reduce on a dollar-for-dollar basis the amount of the Purchase Price payable by Purchaser on the Closing Date. At such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall pay over to Purchaser all subsequent cash Distributions and all non-cash Distributions received by or on behalf of Seller in respect of the Purchased Interests, which payments or transfers shall be made within five (5) Business Days following Seller's receipt of such Distributions; provided, that Purchaser shall be responsible for all custody, administrative, bank wire fees and any other costs and expenses incurred by Seller in connection with holding, transferring and/or releasing such Distributions to Purchaser. If the Portfolio Property Agreements prohibit Seller from paying or transferring the Distributions to Purchaser, Seller shall be deemed to hold such Distributions in trust for the benefit of Purchaser and shall cooperate with Purchaser and shall take such further actions to secure Purchaser's interest as Purchaser may reasonably request.

(b) Seller shall (at the risk and expense of Purchaser) cooperate with Purchaser and use its reasonable best efforts to obtain the consent of the Receiver, the Court, the Funds and/or FP Designee required to cause Purchaser to be the legal and beneficial owner of the Purchased Interests or FP Designee Interests as contemplated by this Agreement as soon as possible. If such consents are received, Seller and Purchaser shall deliver the documents referred to in Sections 2.3(b) and 2.3(c) and such other documents, instruments or agreements as may reasonably be requested by Seller or Purchaser to give effect to the assignment of the Purchased Interests or FP Designee Interests, as the case may be, as contemplated by this Agreement, and upon such assignment becoming effective, the Participation Interest will terminate.

(c) Seller shall notify Purchaser promptly in writing and provide all information received by Seller from the Funds, FP Designee, the Receiver or any representative thereof with respect to federal income taxes (including any Schedule K-1) or any matter, issue, or event that requires the holder of the Purchased Interests to vote, make any election, consent or take similar action with respect to the Purchased Interests or FP Designee Interests, including without limitation, approval of any plan of liquidation or administration for the Funds in receivership or other insolvency proceeding, and Seller shall exercise its voting, consent or other elective rights only as directed by Purchaser. From and after the date hereof, Purchaser and Seller shall execute such other certificates, instruments or documents required pursuant to the provisions of this Agreement, or otherwise reasonably necessary and reasonably practicable to transfer the Purchased Interests in accordance with the terms hereof, and to vest in Purchaser title to the Purchased Interests, free and clear of all Encumbrances. Seller shall take all actions and file all documents, claims or other forms as may be requested by Purchaser as may be reasonably necessary or reasonably desirable to preserve all rights of the Seller and Purchaser in respect of the Purchased Interests (including, without limitation, amending the Proof of Claim or the Investor Release after the Proof of Claim Date to cure any deficiencies identified by the

Purchaser or the Receiver that could adversely affect the Seller's or the Purchaser's rights to receive distributions).

2.6 Grant of Security Interest. Seller hereby grants to Purchaser a first priority security interest in and to all "proceeds" (as defined in the New York Uniform Commercial Code ("*NYUCC*") and as if the Purchased Interests were "collateral" (as defined in the NYUCC)) of the Purchased Interests to secure its obligations hereunder. Seller hereby appoints Purchaser as its agent and attorney-in-fact, with full right of substitution, for purposes of executing any and all instruments, documents, agreements or forms necessary or desirable to preserve the rights of the Purchaser and Seller in the Purchased Interests in any proceedings relating to the Funds, to give effect to the intent of this Agreement or otherwise to protect the rights and interest of the Purchaser in the Purchased Interests and the Participation Interest. Seller hereby authorizes Purchaser to file such financing statements or other instruments, notify such person as Purchaser deems desirable and take any other action to perfect and protect its security interest and other rights hereunder. Purchaser agrees to give prior written notice to Seller of any action Purchaser takes pursuant to this Section 2.6. This power of attorney is coupled with an interest.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller, severally, represents and warrants to Purchaser with respect to itself, as of the date hereof, as follows:

3.1 Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the transactions contemplated hereby.

3.2 Purchased Interests; Ownership of Purchased Interests.

(a) All right, title and interest in and to the Purchased Interests are legally and beneficially owned by Seller free and clear of all Encumbrances. Such Purchased Interests are accurately described on Schedule A attached to this Agreement. The Purchased Interests are not evidenced by any certificates.

(b) Seller will convey to Purchaser good and valid title to the Purchased Interests upon an LP Interest Closing or such Seller's FP Designee Interest upon an FP Designee Interest Closing, free and clear of any Encumbrances. The Participation Interest is enforceable in accordance with the terms of this Agreement.

(c) Except as contemplated by this Agreement, including the Settlement Agreement, Seller has not entered into any agreement or understanding or waived any right or failed to take any action with respect to any of the Purchased Interests, the FP Designee Interests or the Participation Interests that would result in the holder of such interests becoming entitled to receive less from the Funds than is provided in the Portfolio Property Agreements in respect of such Purchased Interests or having any Liability to the Funds or any other Person in respect of such Purchased Interests.

(d) The Proof of Claim has been filled out completely and accurately, properly executed by duly authorized representatives of the Seller and properly submitted to the Receiver with all required supporting documentation prior to the Proof of Claim Date. Seller is the Investor of Record of the Purchased Interests the Actual Beneficial Owner (each as defined in the Proof of Claim Form). Seller did not receive any commissions or other remuneration in connection with its investment in the Funds and, to such Seller's knowledge after reasonable inquiry, there is no basis for the Receiver to disallow Seller's Proof of Claim.

(e) The Investor Release has been executed by duly authorized representatives of the Seller and properly notarized and properly submitted to the Receiver prior to the Proof of Claim Date.

(f) Seller has provided to Purchaser true and correct copies of the Proof of Claim, Investor Release and all supporting materials submitted to the Receiver.

3.3 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Seller has been approved by all requisite action on the part of Seller.

(b) This Agreement has been duly and validly executed and delivered by Seller.

(c) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

3.4 **No Conflicts; Required Consents.** Except as contemplated by the Settlement Agreement or the limited liability company agreement of FP Designee, the execution, delivery and performance of this Agreement by Seller and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Seller or any contractual obligations of Seller or any law, order or judgment applicable to Seller; or

(b) require Seller to obtain any consent from a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

3.5 **No Other Agreement.** Except as contemplated by the Settlement Agreement, neither Seller nor any of its Representatives has entered into any binding Contract for the sale or other disposition of any of the Purchased Interests except as set forth in this Agreement.

3.6 **No Litigation.** Except as contemplated by the Settlement Agreement and the litigation related thereto, to Seller's knowledge, there is no threatened or pending litigation or

claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests or the Participation Interests that Purchaser proposes to acquire from Seller pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

3.7 Portfolio Property Agreements. Seller has provided Purchaser with accurate and complete copies of all of the Portfolio Property Agreements, all amendments thereto and all side letters in respect thereof and all communications to investors received from the Funds, including, without limitation copies of the Schedules K-1 for each of 2009, 2010 and 2011 received by the Seller with respect to each Purchased Interest. Other than the Portfolio Property Agreements, Seller has not entered into any agreement with respect to the Purchased Interests that will be binding on Purchaser or affect the Purchased Interests after the date hereof, except as contemplated by this Agreement, including the Settlement Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Purchaser, severally, represents and warrants to Seller with respect to itself, as of the date hereof, as follows:

4.1 Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the Transactions.

4.2 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Purchaser has been approved by all requisite action on the part of Purchaser.

(b) This Agreement has been duly and validly executed and delivered by Purchaser.

(c) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

4.3 No Conflicts; Required Consents. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Purchaser or any contractual obligations of Purchaser or any law, order or judgment applicable to Purchaser; or

(b) require Purchaser to obtain any consent or make or deliver any filing or notice to a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

4.4 Investment Representations; Excluded Information.

(a) Purchaser is acquiring the Purchased Interests, the FP Designee Interests or the Participation Interests, as the case may be, for its own account, for investment only and has no intention of selling or distributing any of such interests. Purchaser has no arrangement or understanding with any other person or entity regarding the sale or distribution of such interests.

(b) Purchaser understands that none of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be have been registered under the Securities Act or any state or other securities law and that they must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and any other applicable securities law or is exempt from registration. Purchaser is capable of assuming, and assumes, the risks of an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, including the risk of a complete loss of such investment. Specifically, Purchaser acknowledges and accepts that: (i) an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, is highly illiquid in nature, including as a result of the redemption terms applicable to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be; (ii) there may be no secondary market in the Purchased Interests, the FP Designee Interests or the Participation Interests and no such secondary market may develop; and (iii) Seller is under no obligation to, and will not, make any secondary market in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(c) Purchaser is an “accredited investor,” as such term is defined in Rule 501 promulgated under the Securities Act. Purchaser is knowledgeable, sophisticated and experienced in making investment decisions like that involved in the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be (including, without limitation, experience in investing in alternative investments such as the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be) and, in connection therewith, has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser is a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended.

(d) Purchaser is not relying on Seller for investment, legal or tax advice, and has consulted with its own counsel and accountant, regarding the various legal, tax and economic considerations relating to the Transaction.

(e) Purchaser has adequate information concerning the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the Funds and any Proceedings relating thereto to make an informed decision regarding the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has had the opportunity to access all information that it deemed necessary or advisable in

connection therewith, including from the Receiver and through publicly available information, and it has independently and without reliance upon Seller or any of its Affiliates for information or advice made its own analysis and decision to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has independently concluded that the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, are a suitable investment for it based on all applicable factors, including (without limitation) its investment objectives. Purchaser acknowledges and agrees that Seller or its Affiliates may possess information regarding the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the issuers thereof or the assets thereof that has not been provided to Purchaser and that is not publicly available (the "*Excluded Information*"). Such information may be material to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and to Purchaser's decision to enter into this Agreement and to purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser acknowledges and agrees that it has determined to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, notwithstanding its lack of knowledge of Excluded Information, whether or not material. Purchaser acknowledges and agrees neither Seller nor any of its Affiliates shall have any liability to it with respect to the non-disclosure of the Excluded Information and waives and releases any claims that it might have against Seller or any of its Affiliates arising out of or relating to any matters contemplated by this clause (e), including (without limitation, the nondisclosure of Excluded Information).

(f) Purchaser acknowledges and agrees that none of Seller, any of its Affiliates or any other Person has made any representation or warranty, express or implied, written or oral, except for those representations and warranties expressly set forth in Article III, and in making the determination to proceed with the Transaction, Purchaser has relied solely on such representations and warranties; and no such representations or warranties constitute an assurance or guarantee as to the expected results of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(g) Purchaser acknowledges and agrees that Seller is not acting as a fiduciary for or adviser to Purchaser in respect of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, it being understood and agreed, for the avoidance of doubt, that information and explanations related to the terms and conditions of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, shall not be considered to be investment advice or a recommendation to invest in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

4.5 No Litigation. To Purchaser's knowledge, there is no threatened or pending litigation or claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, that Purchaser proposes to acquire pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

ARTICLE V
COVENANTS

5.1 **Covenants; Notification of Certain Matters.** Seller shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Seller, of: (a) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, would be likely to cause either: (i) any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the respective Transfer Date, (ii) any failure of Seller or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; (b) any redemption proceeds or other Distributions received by Seller after the date hereof and prior to the Transfer Date with respect to the Purchased Interests; (c) any written declaration of the Receiver or determination of the Court as to the matters referred to in clauses (i) and (ii) of the first sentence of Section 2.2(a) or of Section 2.2(c); and (d) the issuance of FP Designee Interests and the percentage ownership interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns (or, if the Transfer Date has not occurred at or prior to the time of such distribution, to Seller); provided, however, that the delivery of any notice pursuant to this Section 5.1 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice or the representations or warranties of the parties or the conditions to the obligations of the parties hereto.

5.2 **Confidentiality; Publicity.**

(a) From the date of this Agreement, Seller and Purchaser shall, and shall cause their Representatives to, keep confidential all confidential documents and information concerning any other party furnished to either of them or their Affiliates in connection with the Transactions, except as may be required by any Legal Requirement or to comply with a request of a Governmental Authority or the Receiver or as may be required to comply with this Agreement. In no event will a party provide a copy of this Agreement to the Receiver or any other party without the consent of Seller and Purchaser, and instead will provide the Transfer Form as evidence of this transaction.

(b) Neither Seller nor Purchaser shall issue or make any press release or public statement with respect to the Transactions without the prior written consent of the other parties, except as may be required by a Legal Requirement or as may be required to comply with Section 2.5; provided, that neither Seller or Purchaser shall be required to obtain prior written consent of the other parties to make any disclosures to its underlying investors regarding the Transactions.

5.3 **Notices.** Prior to the Transfer Date, Seller shall give prompt notice to Purchaser of the receipt by Seller of (a) any notice or other communication from or on behalf of the Funds, any partner or member of the Funds or the Receiver relating to the Funds or (b) any notice or other communication relating to any contemplated or pending Proceeding by any Governmental Authority involving or relating to the Funds or the Purchased Interests. With respect to any such notice or other communication, Seller shall inform Purchaser of the receipt thereof and, if in writing, shall promptly furnish Purchaser with a copy thereof (including any related materials).

5.4 **Post-Transfer Date Notices and Distributions.** From and after the Transfer Date, Seller shall promptly forward to Purchaser any redemption proceeds and distributions received by Seller that relate to the Purchased Interests.

ARTICLE VI
CONDITIONS TO THE CLOSING

6.1 **Conditions to Obligations of each Purchaser.** The obligations of each Purchaser to effect the sale of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be from Seller on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Purchaser:

(a) Representations and Warranties. Each of the representations and warranties of each Seller contained in this Agreement shall be true and correct as of the Closing Date (except that to the extent (i) such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date, or (ii) as the result of delivery of the Investor Release or otherwise as the result of performance by the Seller of its covenants and agreements hereunder).

(b) Covenants and Agreements. Each Seller shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Purchaser shall have received the Investor Release signed by each Seller and notarized, a copy of the Proof of Claim, all supporting documentation as submitted to the Receiver and all other documents required to be delivered to Purchaser by such Seller under Section 2.3(b).

6.2 **Conditions to Obligations of each Seller.** The obligations of each Seller to effect the sale of the Purchased Interests on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Seller:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser contained in Article IV shall be true and correct in all material respects as of the Closing Date (except that to the extent such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date).

(b) Covenants and Agreements. Purchaser shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Seller shall have received all documents required to be delivered to Seller by such Purchaser under Section 2.3(c).

ARTICLE VII
INDEMNIFICATION

7.1 **Seller.** Each Seller, severally, shall, indemnify, defend and hold harmless Purchaser, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the "*Purchaser Indemnitees*") from and against any and all demands, claims, actions or causes of action, judgments, assessments, losses, liabilities, damages or penalties and reasonable attorneys' fees and related disbursements (collectively, "*Losses*") incurred by any of Purchaser Indemnitees that are occasioned or caused by, arise out of, or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Seller contained herein; (b) any breach or non-fulfillment of any covenant or agreement made by such Seller contained herein; and (c) all obligations associated with the Purchased Interests of such Seller not expressly assumed by Purchaser under Section 2.4.

7.2 **Purchaser.** Each Purchaser, severally, shall indemnify, defend and hold harmless Seller, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the "*Seller Indemnitees*") from and against any and all Losses incurred by any of the Seller Indemnitees that are occasioned or caused by, arise out of or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Purchaser contained herein; (b) any breach or non-fulfillment of any covenant of such Purchaser contained herein; (c) any obligation associated with the Purchased Interests or FP Designee Interests, expressly assumed by such Purchaser under Section 2.4; and (d) any action or omission of Seller with respect to the Purchased Interests, the FP Designee Interests or the Participation Interests taken or not taken at, and in accordance with, the request or direction of such Purchaser.

7.3 **Separate Obligations.** The rights of Seller and Purchaser hereunder are independent of and in addition to such rights and remedies of an equitable nature as any of them may have for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any of Seller or Purchaser, including, without limitation, the right to seek either specific performance or rescission and restitution, none of which rights shall be affected or diminished hereby.

7.4 **Survival.** The representations and warranties of Seller and Purchaser contained in this Agreement shall survive the Closing Date. Any investigation or other examination that may be made at any time by or on behalf of a party to which representations and warranties are made shall not limit, diminish or in any way affect the specific representations and warranties in this Agreement, and the parties may rely on the specific representations and warranties in this Agreement, irrespective of any information obtained by them by any investigation, examination or otherwise.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Interpretation.

(a) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(b) The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(c) References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(d) References to any agreement, instrument, contract or other document are to that agreement, instrument, contract or other document as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

(e) If a party is required to give notice or take action on a day that is not a Business Day, then the deadline for such action or notice shall be extended to the next Business Day.

8.2 Amendments. This Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by all of the parties hereto.

8.3 Assignability. Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by any party without the express written consent of the other parties hereto and any such attempted assignment shall be void and unenforceable; provided, that Purchaser may assign all of its rights and obligations hereunder to any other Person for whom Credit Value Partners LP or an Affiliate thereof acts as general partner, managing member or investment adviser, provided that such assignee expressly assumes all obligations of Purchaser hereunder and has equal or greater creditworthiness as the assignor. The provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, permitted assigns, members, successors, personal representatives, estates and legatees of each of the parties hereto.

8.4 Transfer Taxes and Expenses. All fees and expenses incurred in connection with this Agreement (and the transactions contemplated hereunder), including all fees of counsel, accountants, shall be borne by the party incurring the same.

8.5 No Third Party Beneficiaries. No provision of this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto and their respective assigns, any rights or remedies under this Agreement.

8.6 Entire Agreement. This Agreement (including any Schedules hereto) constitutes the entire agreement the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, letters and understandings relating to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein and in the Transaction Documents. In the event of any inconsistency between this Agreement and the Transfer Form, the terms of this Agreement shall control.

8.7 Governing Law; Choice of Forum. This Agreement, and all disputes, controversies and issues arising between the parties relating to this Agreement and the subject matter of this Agreement, shall be governed, interpreted, construed and enforced in accordance with the internal laws of the State of New York. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, for the purpose of resolving any Proceeding arising out of or relating to the Transaction.

8.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE TRANSACTION.

8.9 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including facsimile or portable document format (PDF) transmissions thereof, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.10 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent by first class U.S. mail, or electronic transmission, or delivered by hand or by overnight or similar delivery service, fees prepaid, to the party to whom it is to be given. Such notices shall be deemed to have been duly given when delivered in accordance with this Section, addressed as follows:

(a) If to Purchaser, to:

CVP SPV LLC in respect of Series I
c/o Credit Value Partners, LP
Attention: General Counsel
777 Third Avenue, Suite 19A
New York, NY 10017
Telephone: (212) 493-4460

E-mail: hsullivan@cvp7.com
with a copy to: creditvaluenotices@cvp7.com

(b) If to Seller, to:

Telesis IIR, L.P.
c/o Prae-Tel Management, Inc.
Attn: Michelle Jensen
2225 Washington Blvd., Suite #300
Ogden, UT 84401

E-mail: michelle@jdclark.com
with a copy to: bill@nestorsfinancial.com

8.11 **Waiver.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

8.12 **Several Obligation.** The obligations of AP and APII hereunder are several and not joint and the recourse of any other party in respect of a Seller's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to such Seller, severally, and no party shall have recourse to any other Seller hereunder.

8.13 **Limited Recourse.** Notwithstanding any other provision of this Agreement, Purchaser is a segregated series of a Delaware series limited liability company and the recourse of any other party in respect of Purchaser's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to the net assets of Series I of CVP SPV LLC, severally in respect of the amount purchased by such series, and no party shall have recourse to the assets of any other series of CVP SPV LLC.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

SELLER

Telesis IIR, L.P.

By: 

Name: Jeffrey D. Clark

Title: President, Prae-Tel Management, Inc.
General Partner to Telesis IIR, L.P.

PURCHASER

CVP SPV LLC solely in respect of its Series I

by its managing member, Credit Value Partners, LP

By: 

Name: Howard Sullivan III

Title: Chief Operating Officer

[Signature Page to Purchase and Sale Agreement]

Schedule A

PURCHASED INTERESTS

Fund Name	NIC	Estimated NIC Percentage	Fund NAV¹ at January 31, 2009
Founding Partners Stable-Value Fund, L.P.	\$3,425,000.00	0.85625%	\$4,348,825.69

Purchaser	Allocation
CVP SPV LLC, Series I	

¹ The parties acknowledge and agree that (i) no representations or warranties are made as to the accuracy of the Fund NAV provided in this Schedule, which have been based solely upon information provided by the Fund, and (ii) due to the illiquidity of the Purchased Interests and other factors, there may be substantial profit potential in, or substantial additional writedowns to be recorded with respect to, the Purchased Interests which is not reflected in the net asset value of the Purchased Interests as of the NAV Calculation Date or the Closing Date, and that the Transactions contemplated by this Agreement may, therefore, be effected at substantially below (or above) the Purchased Interests' fair value.

Exhibit A-2

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made and entered into as of December 3, 2012, by and among: Walter E. Johnson (“*Seller*”); and CVP SPV LLC in respect of its Series I as set forth on Schedule A hereto (“*Purchaser*”).

Recitals

WHEREAS, Seller is the legal and beneficial owner of interest(s) in the investment funds listed on Schedule A hereto (the funds, the “*Funds*”, and the interest(s) therein, the “*Purchased Interests*”).

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller’s right, title and interest in the Purchased Interests owned by Seller other than such rights and interest as are specifically reserved by Seller as set forth herein, all upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, if the consent of the Receiver (as defined below) to the transfer of the Purchased Interests is not obtained, Purchaser and Seller desire that Seller shall sell to Purchaser, and Purchaser shall purchase from Seller all of Seller’s right, title and interest in the FP Designee Interests (as defined below) that are distributed in respect to the Purchased Interests under the Settlement Agreement (as defined below).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the terms set forth below shall have the following meanings:

“*Affiliate*” of any Person shall mean any officer, director, equity holder or member of such Person or any entity that is managed or advised, directly or indirectly, by such Person. The term Affiliate shall also include any entity which controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Purchase and Sale Agreement (including all Schedules hereto), as it may be amended from time to time.

“*Bankruptcy*” shall mean, with respect to any Person, an adjudication that such Person is bankrupt or insolvent, such Person’s admission of its inability to pay its debts as they mature, such Person’s making a general assignment for the benefit of creditors, such Person’s filing a

petition in bankruptcy or a petition for relief under any section of any bankruptcy or insolvency law or any similar administration proceeding or Governmental Order by any Governmental Authority, or the filing against such Person of any such petition which is not discharged within 60 days thereafter.

“Business Day” shall mean any day other than (i) a Saturday or a Sunday or (ii) a day on which banks located in New York, New York or London, England are authorized or required by law to remain closed.

“Closing Date” shall mean the earliest to occur of (i) the LP Interest Closing, (ii) the FP Designee Interest Closing or (iii) the Participation Interest Closing, or in each case such other date as the parties may agree.

“Contract” shall mean any agreement, contract, consensual obligation, promise, understanding, arrangement, commitment or undertaking of any nature (whether written or oral and whether express or implied).

“Court” shall mean the United States District Court for the Middle District of Florida, Fort Myers Division.

“Distributions” shall mean any payment, proceeds or other monies from the Funds in respect of the Purchased Interests, including, without limitation, through redemptions or dividends, or any notes, securities or other property or proceeds or in-kind distributions under or in respect of such Purchased Interests. The term “Distributions” shall not include distributions of FP Designee Interests transferred to Purchaser hereunder.

“Economic Effective Date” shall mean the date hereof.

“Encumbrance” shall mean any lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction on (i) the voting of any security, (ii) the transfer of any security or other asset, (iii) the receipt of any income derived from any asset, (iv) the use of any asset and (v) title, or (vi) the possession, exercise or transfer of any other attribute of ownership of any asset; provided, that any such lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction in the Organizational Documents of the Funds, the limited liability company agreement of FP Designee or imposed by federal or state securities laws shall not be deemed an Encumbrance for purposes of this Agreement.

“Entity” shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company) or similar entity.

“Estimated NIC Percentage” shall mean the percentage point of interest set forth as Estimated NIC Percentage on Schedule A hereto.

“FP Designee” shall mean the entity proposed to be formed by the Receiver in connection with the Settlement Agreement, interests of which will be distributed to investors in

the Funds who join in the Settlement Agreement and whose interests are validated through the claims process as described in the Amended Opinion and Order dated August 28, 2012 of the United States District Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC or such other entity or entities formed the interests in which are distributed to FP Fund investors by the Receiver in lieu thereof.

“FP Designee Interest Closing” shall mean, if the LP Interest Closing shall not have occurred prior to such date, the date on which legal and beneficial ownership of the FP Designee Interests is transferred to the Purchaser by the Seller.

“FP Designee Interests” shall mean interests in FP Designee distributed in respect of the Purchased Interests under the Settlement Agreement.

“FP Funds” shall mean Founding Partners Stable-Value Fund, L.P., Founding Partners Stable-Value Fund II, L.P., Founding Partners Hybrid-Value Fund, L.P., and Founding Partners Global Fund, Ltd.

“Funds” has the meaning set forth in the Recitals.

“Governmental Approval” shall mean any: (a) permit, license, certificate, concession, approval, consent, ratification, permission, clearance, exemption, waiver, certification, registration, qualification, accreditation or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Authority.

“Governmental Authority” shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) regulatory, governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, and any court or other tribunal).

“Governmental Order” shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Investor Release” shall mean the Release of Claims (by FP Fund investors) required to be delivered by investors in the FP Funds to the Receiver contemporaneously with the Proof of Claim in order to participate in any distributions in respect of the Settlement Agreement relating to certain litigation proceedings involving SCI, SCHI, Promise the Principals and Founding Partners (as such terms are defined in the Settlement Agreement) among others.

“Legal Requirement” shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, ordinance, code, Order, edict, decree, regulation or permit, that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority of competent jurisdiction.

“**Liability**” shall mean any commitment, obligation, duty or liability of any nature, including those arising under the Portfolio Property Agreements or the limited liability company agreement of FP Designee as a consequence of ownership of the Purchased Interests.

“**Losses**” shall have the meaning specified in Section 7.1.

“**LP Interest Closing**” shall mean the date on which legal and beneficial ownership of the Purchased Interests is transferred to the Purchaser by Seller and confirmed or consented to by the Receiver or the Funds or otherwise approved by the Court; provided, however, the LP Interest Closing shall not occur until November 30, 2013 if the Purchase Price will be determined pursuant to Section 2.2(a)(iii) due to the fact that the Purchase Price cannot be determined on or prior to such date pursuant to Section 2.2(a)(i) or Section 2.2(a)(ii).

“**NIC Purchase Price**” has the meaning specified in Section 2.2(a)(iii).

“**Order**” shall mean any: (a) temporary, preliminary or permanent order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, stipulation, subpoena, writ or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction; or (b) Contract with any Governmental Authority that is or has been entered into in connection with any Proceeding.

“**Organizational Documents**” shall mean: (i) with respect to a corporation, its certificate of incorporation and by-laws; (ii) with respect to a limited partnership, its certificate of limited partnership and partnership agreement; (iii) with respect to a limited liability company, its certificate of formation and limited liability company agreement; (iv) with respect to a Cayman Islands company, its memorandum and articles of association; (v) with respect to a Cayman Islands registered trust, its Declaration of Trust; and (vi) with respect to any other Person that is not an individual, its similar governing and constituent documents.

“**Participation Interest**” shall have the meaning specified in Section 2.1.

“**Participation Interest Closing**” shall mean November 30, 2013, if neither the LP Interest Closing nor the FP Designee Interest Closing shall have occurred on or prior to such date.

“**Person**” shall mean any individual, Entity or Governmental Authority.

“**Portfolio Property Agreement**” shall mean any Organizational Documents of the Funds, all amendments thereto, any and all side letters to which Seller is a party with respect to the Purchased Interests and any Subscription Agreement of Seller relating to the Purchased Interests.

“**Proceeding**” shall mean any action, suit, litigation, arbitration, prosecution, investigation, hearing or inquest before or by any Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction.

“**Proof of Claim**” shall mean the Proof of Claim Form required to be submitted on or before the Proof of Claim Date to the Receiver, by all investors of record in the Funds as of January 1, 2009.

“**Proof of Claim Date**” shall mean October 12, 2012 or such other date as shall be determined by the Receiver as the deadline for submitting Proofs of Claim to the Receiver.

“**Purchase Price**” shall mean the amount determined in accordance with Section 2.2.

“**Purchased Interests**” shall have the meaning specified in the Recitals.

“**Purchaser**” shall have the meaning specified in the first paragraph of this Agreement.

“**Purchaser Indemnitees**” shall have the meaning specified in Section 7.1.

“**Receiver**” shall mean Daniel S. Newman (or his successor(s)), receiver for each of the FP Funds.

“**Release Amount**” shall mean 90% of the NIC Purchase Price.

“**Representatives**” of a party shall mean officers, directors, employees, attorneys, accountants, advisors and agents, of such party.

“**Securities Act**” shall mean the Securities Act of 1933, as amended.

“**Seller**” shall have the meaning specified in the first paragraph of this Agreement.

“**Seller Indemnitees**” shall have the meaning specified in Section 7.2.

“**Settlement Agreement**” shall mean the settlement agreement described in the Amended Opinion and Order dated August 28, 2012 of the Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC.

“**SV Fund**” shall mean Founding Partners Stable-Value Fund, L.P.

“**Transaction**” or “**Transactions**” shall mean, collectively, the purchase and sale contemplated hereby and the related transactions contemplated by the Transaction Documents.

“**Transaction Documents**” shall mean this Agreement, the Transfer Form and all other agreements, certificates, instruments, documents and writings executed and delivered by Purchaser and Seller, or the Funds, in connection with the Transaction.

“**Transfer Date**” shall mean, with respect to the Purchased Interests or the FP Designee Interests, as the case may be, the date of the latest to occur of Purchaser’s receipt of a copy of written evidence from the issuer of the securities in question confirming that the Transfer of such Purchased Interests or FP Designee Interests has occurred.

“**Transfer Form**” shall mean an assignment and assumption agreement, notice of transfer or other form of instrument as may be reasonably acceptable to Purchaser and Seller and, if

applicable, required by the Receiver, the Court, the Funds and/or FP Designee, in order to record the transfer of the Purchased Interests and/or the FP Designee Interests from Seller to Purchaser on the books and records of the Funds and/or FP Designee.

“*True-Up Amount*” shall mean the Purchase Price (determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii)) minus the NIC Purchase Price or, if no Purchase Price can be determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii) on or prior to June 15, 2014, 10% of the NIC Purchase Price.

Other capitalized terms used in this Agreement shall have the meanings ascribed to them in the Sections where such terms are initially used.

ARTICLE II THE TRANSACTION

2.1 Purchase and Sale of the Purchased Interests. Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase from Seller on the Closing Date, legal and beneficial right, title and interest to the Purchased Interests (or, if applicable, the FP Designee Interests) free and clear of all Encumbrances. Seller hereby grants to Purchaser the right to participate in 100% of the proceeds of the Purchased Interests (the “*Participation Interest*”), and Purchaser hereby assumes 100% of the risks of the Purchased Interests, in each case from and after the Economic Effective Date, except for those obligations excluded from the Purchased Interests in accordance with Section 2.4(b). Seller shall pay or transfer over all Distributions received from and after the Economic Effective Date (or reduce the Purchase Price) in respect of the Purchased Interests to Purchaser as set forth in this Agreement, subject to Section 2.5. Seller shall cooperate with Purchaser and shall use its commercially reasonable efforts to obtain the consent of the applicable issuer of the Purchased Interests or the FP Designee Interests, as applicable, and take such other actions necessary for Purchaser to be the legal and beneficial owner of the Purchased Interests or the FP Designee Interests, as applicable, as soon as possible.

2.2 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of the Purchased Interests, the FP Designee Interests distributed in respect of the Purchased Interests or the Participation Interests, as the case may be, by Seller to Purchaser on the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller an amount (reduced dollar-for-dollar by the amount of any Distributions actually received by Seller in respect of the Purchased Interests after the date hereof and prior to the Closing Date and not delivered to Purchaser in accordance with the terms of this Agreement) (the “*Purchase Price*”) that shall be determined as follows:

- (a) If the Closing Date occurs on the LP Interest Closing, then,
 - (i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the

Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be determined by multiplying \$1,050,000 by the Estimated NIC Percentage (the "*NIC Purchase Price*"), subject to Section 2.2(e).

(b) If the Closing Date occurs on the FP Designee Interest Closing, then the Purchase Price shall be \$1,050,000 for each percentage point of interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns or transferred to Purchaser or its assigns by Seller in respect of the Purchased Interests, the FP Designee Interests or Participation Interests on or after the date hereof.

(c) If the Closing Date occurs on the Participation Interest Closing, then,

(i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court prior to date of the Participation Interest Closing; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest

is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be the NIC Purchase Price, subject to Section 2.2(e).

(d) For purposes of Sections 2.2(a)(ii) and 2.2(c)(ii) above, the calculation of a percentage point of interest, whether referring to SV Fund, another Fund or otherwise, shall be determined after taking into account all proofs of claim filed in connection with the Settlement Agreement. For clarification, the percentage point of interest will only include those investors participating in distributions pursuant to the Settlement Agreement and will be measured on a post-Settlement basis.

(e) Purchaser shall pay the Purchase Price to the Seller on the Closing Date unless the Purchase Price on such date is determined by reference to the Estimated NIC Percentage, in which case Purchaser shall pay the Release Amount to Seller on the Closing Date and the parties shall settle the True-Up Amount on the earliest to occur of (x) June 15, 2014 or (y) the determination of the Purchase Price under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii), as applicable. If the True-Up Amount is positive (meaning the Purchase Price exceeds the NIC Purchase Price), Purchaser shall pay such amount to Seller. If the True-Up Amount is negative (meaning the NIC Purchase Price exceeds the Purchase Price), the Seller shall pay such amount to Purchaser.

2.3 Closing Date; Delivery and Payment.

(a) The closing of the Transaction shall take place on the Closing Date, and:

(i) if the Closing Date is the date of the LP Interest Closing, Seller shall transfer the Purchased Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(ii) if the Closing Date is the date of the FP Designee Interest Closing, Seller shall transfer the FP Designee Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(iii) If the Closing Date is the date of the Participation Interest Closing, Purchaser shall pay the Purchase Price to Seller.

(iv) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to the following account(s) of Seller:

Wiring Instructions for Seller

Citibank NA	New York, NY
ABA: 021-000-089	
FBO: Charles Schwab & Co., Inc.	Account: 4055-3953
For the account of: Walter E. Johnson	Account: 4426-0844

(b) On the Closing Date, Seller shall deliver to Purchaser the following:

(i) in the case of the LP Interest Closing or the FP Designee Interest Closing, the Transfer Form, if any, duly executed by Seller, for the Purchased Interests or FP Designee Interests, as applicable, together with evidence reasonably satisfactory to Purchaser that the Funds, FP Designee or the Receiver, as applicable, has recorded or will record the transfer, and together with such other forms, documents or instruments that may be required by the Receiver;

(ii) payment instructions to the Funds, FP Designee or the Receiver, as applicable, in a form reasonably acceptable to Purchaser, instructing the Funds, FP Designee and/or the Receiver to pay all future Distributions in respect of Seller to the account of the Purchaser; and

(iii) such other documents, instruments or agreements as may reasonably be requested by Purchaser to give effect to this Agreement.

(c) On the Closing Date, Purchaser shall:

(i) deliver or cause to be delivered to Seller payment of the Purchase Price to Seller as per the wire instructions in Section 2.3(a)(iv) above; and

(ii) in the case of the LP Interest Closing or the FP Designee Interest Closing, deliver or cause to be delivered to Seller the Transfer Form, if any, duly executed by the Purchaser for the Purchased Interests or FP Designee Interests, as applicable, together with such other forms, documents or instruments that may be required by the Receiver.

2.4 Assumed Obligations.

(a) Purchaser hereby assumes, accepts and agrees to pay, perform, discharge, and otherwise fulfill any and all obligations as registered holder of the Purchased Interests or FP Designee Interests required to be paid or performed after the Economic Effective Date in connection with the ownership of the Purchased Interests.

(b) Notwithstanding the terms of Section 2.4(a), Purchaser shall not, directly or indirectly, assume, and shall not in any way be or become responsible for, and Seller shall remain responsible for any Liability associated with the Purchased Interests which arise, accrue, or relate to the period that Seller was the legal or beneficial owner of the Purchased Interests prior to the Economic Effective Date or that arise as a result of any action or inaction by Seller in relation to the Purchased Interests prior to the Economic Effective Date, other than in compliance with this Agreement.

2.5 Voting; Further Assurances.

(a) From and after the date hereof, Seller and Purchaser will use their reasonable best efforts to take such actions as may be possible without violation or breach of the Portfolio Property Agreements to effectively grant Purchaser the economic benefits of ownership of the Purchased Interests as contemplated hereby. Notwithstanding the foregoing, until such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall retain all cash Distributions received by or on behalf of Seller from and after the date hereof in respect of the Purchased Interests, and such retained cash Distributions shall reduce on a dollar-for-dollar basis the amount of the Purchase Price payable by Purchaser on the Closing Date. At such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall pay over to Purchaser all subsequent cash Distributions and all non-cash Distributions received by or on behalf of Seller in respect of the Purchased Interests, which payments or transfers shall be made within five (5) Business Days following Seller's receipt of such Distributions; provided, that Purchaser shall be responsible for all custody, administrative, bank wire fees and any other costs and expenses incurred by Seller in connection with holding, transferring and/or releasing such Distributions to Purchaser. If the Portfolio Property Agreements prohibit Seller from paying or transferring the Distributions to Purchaser, Seller shall be deemed to hold such Distributions in trust for the benefit of Purchaser and shall cooperate with Purchaser and shall take such further actions to secure Purchaser's interest as Purchaser may reasonably request.

(b) Seller shall (at the risk and expense of Purchaser) cooperate with Purchaser and use its reasonable best efforts to obtain the consent of the Receiver, the Court, the Funds and/or FP Designee required to cause Purchaser to be the legal and beneficial owner of the Purchased Interests or FP Designee Interests as contemplated by this Agreement as soon as possible. If such consents are received, Seller and Purchaser shall deliver the documents referred to in Sections 2.3(b) and 2.3(c) and such other documents, instruments or agreements as may reasonably be requested by Seller or Purchaser to give effect to the assignment of the Purchased Interests or FP Designee Interests, as the case may be, as contemplated by this Agreement, and upon such assignment becoming effective, the Participation Interest will terminate.

(c) Seller shall notify Purchaser promptly in writing and provide all information received by Seller from the Funds, FP Designee, the Receiver or any representative thereof with respect to federal income taxes (including any Schedule K-1) or any matter, issue, or event that requires the holder of the Purchased Interests to vote, make any election, consent or take similar action with respect to the Purchased Interests or FP Designee Interests, including without limitation, approval of any plan of liquidation or administration for the Funds in receivership or other insolvency proceeding, and Seller shall exercise its voting, consent or other elective rights only as directed by Purchaser. From and after the date hereof, Purchaser and Seller shall execute such other certificates, instruments or documents required pursuant to the provisions of this Agreement, or otherwise reasonably necessary and reasonably practicable to transfer the Purchased Interests in accordance with the terms hereof, and to vest in Purchaser title to the Purchased Interests, free and clear of all Encumbrances. Seller shall take all actions and file all documents, claims or other forms as may be requested by Purchaser as may be reasonably necessary or reasonably desirable to preserve all rights of the Seller and Purchaser in respect of the Purchased Interests (including, without limitation, amending the Proof of Claim or the Investor Release after the Proof of Claim Date to cure any deficiencies identified by the

Purchaser or the Receiver that could adversely affect the Seller's or the Purchaser's rights to receive distributions).

2.6 Grant of Security Interest. Seller hereby grants to Purchaser a first priority security interest in and to all "proceeds" (as defined in the New York Uniform Commercial Code ("*NYUCC*") and as if the Purchased Interests were "collateral" (as defined in the NYUCC)) of the Purchased Interests to secure its obligations hereunder. Seller hereby appoints Purchaser as its agent and attorney-in-fact, with full right of substitution, for purposes of executing any and all instruments, documents, agreements or forms necessary or desirable to preserve the rights of the Purchaser and Seller in the Purchased Interests in any proceedings relating to the Funds, to give effect to the intent of this Agreement or otherwise to protect the rights and interest of the Purchaser in the Purchased Interests and the Participation Interest. Seller hereby authorizes Purchaser to file such financing statements or other instruments, notify such person as Purchaser deems desirable and take any other action to perfect and protect its security interest and other rights hereunder. Purchaser agrees to give prior written notice to Seller of any action Purchaser takes pursuant to this Section 2.6. This power of attorney is coupled with an interest.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller, severally, represents and warrants to Purchaser with respect to itself, as of the date hereof, as follows:

3.1 Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the transactions contemplated hereby.

3.2 Purchased Interests; Ownership of Purchased Interests.

(a) All right, title and interest in and to the Purchased Interests are legally and beneficially owned by Seller free and clear of all Encumbrances. Such Purchased Interests are accurately described on Schedule A attached to this Agreement. The Purchased Interests are not evidenced by any certificates.

(b) Seller will convey to Purchaser good and valid title to the Purchased Interests upon an LP Interest Closing or such Seller's FP Designee Interest upon an FP Designee Interest Closing, free and clear of any Encumbrances. The Participation Interest is enforceable in accordance with the terms of this Agreement.

(c) Except as contemplated by this Agreement, including the Settlement Agreement, Seller has not entered into any agreement or understanding or waived any right or failed to take any action with respect to any of the Purchased Interests, the FP Designee Interests or the Participation Interests that would result in the holder of such interests becoming entitled to receive less from the Funds than is provided in the Portfolio Property Agreements in respect of such Purchased Interests or having any Liability to the Funds or any other Person in respect of such Purchased Interests.

(d) The Proof of Claim has been filled out completely and accurately, properly executed by duly authorized representatives of the Seller and properly submitted to the Receiver with all required supporting documentation prior to the Proof of Claim Date. Seller is the Investor of Record of the Purchased Interests the Actual Beneficial Owner (each as defined in the Proof of Claim Form). Seller did not receive any commissions or other remuneration in connection with its investment in the Funds and, to such Seller's knowledge after reasonable inquiry, there is no basis for the Receiver to disallow Seller's Proof of Claim.

(e) The Investor Release has been executed by duly authorized representatives of the Seller and properly notarized and properly submitted to the Receiver prior to the Proof of Claim Date.

(f) Seller has provided to Purchaser true and correct copies of the Proof of Claim, Investor Release and all supporting materials submitted to the Receiver.

3.3 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Seller has been approved by all requisite action on the part of Seller.

(b) This Agreement has been duly and validly executed and delivered by Seller.

(c) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

3.4 No Conflicts; Required Consents. Except as contemplated by the Settlement Agreement or the limited liability company agreement of FP Designee, the execution, delivery and performance of this Agreement by Seller and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Seller or any contractual obligations of Seller or any law, order or judgment applicable to Seller; or

(b) require Seller to obtain any consent from a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

3.5 No Other Agreement. Except as contemplated by the Settlement Agreement, neither Seller nor any of its Representatives has entered into any binding Contract for the sale or other disposition of any of the Purchased Interests except as set forth in this Agreement.

3.6 No Litigation. Except as contemplated by the Settlement Agreement and the litigation related thereto, to Seller's knowledge, there is no threatened or pending litigation or

claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority; (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests or the Participation Interests that Purchaser proposes to acquire from Seller pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

3.7 Portfolio Property Agreements. Seller has provided Purchaser with accurate and complete copies of all of the Portfolio Property Agreements, all amendments thereto and all side letters in respect thereof and all communications to investors received from the Funds, including, without limitation copies of the Schedules K-1 for each of 2009, 2010 and 2011 received by the Seller with respect to each Purchased Interest. Other than the Portfolio Property Agreements, Seller has not entered into any agreement with respect to the Purchased Interests that will be binding on Purchaser or affect the Purchased Interests after the date hereof, except as contemplated by this Agreement, including the Settlement Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Purchaser, severally, represents and warrants to Seller with respect to itself, as of the date hereof, as follows:

4.1 Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the Transactions.

4.2 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Purchaser has been approved by all requisite action on the part of Purchaser.

(b) This Agreement has been duly and validly executed and delivered by Purchaser.

(c) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

4.3 No Conflicts; Required Consents. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Purchaser or any contractual obligations of Purchaser or any law, order or judgment applicable to Purchaser; or

(b) require Purchaser to obtain any consent or make or deliver any filing or notice to a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

4.4 Investment Representations; Excluded Information.

(a) Purchaser is acquiring the Purchased Interests, the FP Designee Interests or the Participation Interests, as the case may be, for its own account, for investment only and has no intention of selling or distributing any of such interests. Purchaser has no arrangement or understanding with any other person or entity regarding the sale or distribution of such interests.

(b) Purchaser understands that none of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be have been registered under the Securities Act or any state or other securities law and that they must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and any other applicable securities law or is exempt from registration. Purchaser is capable of assuming, and assumes, the risks of an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, including the risk of a complete loss of such investment. Specifically, Purchaser acknowledges and accepts that: (i) an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, is highly illiquid in nature, including as a result of the redemption terms applicable to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be; (ii) there may be no secondary market in the Purchased Interests, the FP Designee Interests or the Participation Interests and no such secondary market may develop; and (iii) Seller is under no obligation to, and will not, make any secondary market in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(c) Purchaser is an “accredited investor,” as such term is defined in Rule 501 promulgated under the Securities Act. Purchaser is knowledgeable, sophisticated and experienced in making investment decisions like that involved in the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be (including, without limitation, experience in investing in alternative investments such as the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be) and, in connection therewith, has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser is a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended.

(d) Purchaser is not relying on Seller for investment, legal or tax advice, and has consulted with its own counsel and accountant, regarding the various legal, tax and economic considerations relating to the Transaction.

(e) Purchaser has adequate information concerning the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the Funds and any Proceedings relating thereto to make an informed decision regarding the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has had the opportunity to access all information that it deemed necessary or advisable in

connection therewith, including from the Receiver and through publicly available information, and it has independently and without reliance upon Seller or any of its Affiliates for information or advice made its own analysis and decision to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has independently concluded that the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, are a suitable investment for it based on all applicable factors, including (without limitation) its investment objectives. Purchaser acknowledges and agrees that Seller or its Affiliates may possess information regarding the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the issuers thereof or the assets thereof that has not been provided to Purchaser and that is not publicly available (the “*Excluded Information*”). Such information may be material to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and to Purchaser’s decision to enter into this Agreement and to purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser acknowledges and agrees that it has determined to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, notwithstanding its lack of knowledge of Excluded Information, whether or not material. Purchaser acknowledges and agrees neither Seller nor any of its Affiliates shall have any liability to it with respect to the non-disclosure of the Excluded Information and waives and releases any claims that it might have against Seller or any of its Affiliates arising out of or relating to any matters contemplated by this clause (e), including (without limitation, the nondisclosure of Excluded Information).

(f) Purchaser acknowledges and agrees that none of Seller, any of its Affiliates or any other Person has made any representation or warranty, express or implied, written or oral, except for those representations and warranties expressly set forth in Article III, and in making the determination to proceed with the Transaction, Purchaser has relied solely on such representations and warranties; and no such representations or warranties constitute an assurance or guarantee as to the expected results of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(g) Purchaser acknowledges and agrees that Seller is not acting as a fiduciary for or adviser to Purchaser in respect of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, it being understood and agreed, for the avoidance of doubt, that information and explanations related to the terms and conditions of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, shall not be considered to be investment advice or a recommendation to invest in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

4.5 No Litigation. To Purchaser’s knowledge, there is no threatened or pending litigation or claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser’s rights of ownership of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, that Purchaser proposes to acquire pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

ARTICLE V
COVENANTS

5.1 **Covenants; Notification of Certain Matters.** Seller shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Seller, of: (a) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, would be likely to cause either: (i) any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the respective Transfer Date, (ii) any failure of Seller or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; (b) any redemption proceeds or other Distributions received by Seller after the date hereof and prior to the Transfer Date with respect to the Purchased Interests; (c) any written declaration of the Receiver or determination of the Court as to the matters referred to in clauses (i) and (ii) of the first sentence of Section 2.2(a) or of Section 2.2(c); and (d) the issuance of FP Designee Interests and the percentage ownership interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns (or, if the Transfer Date has not occurred at or prior to the time of such distribution, to Seller); provided, however, that the delivery of any notice pursuant to this Section 5.1 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice or the representations or warranties of the parties or the conditions to the obligations of the parties hereto.

5.2 **Confidentiality; Publicity.**

(a) From the date of this Agreement, Seller and Purchaser shall, and shall cause their Representatives to, keep confidential all confidential documents and information concerning any other party furnished to either of them or their Affiliates in connection with the Transactions, except as may be required by any Legal Requirement or to comply with a request of a Governmental Authority or the Receiver or as may be required to comply with this Agreement. In no event will a party provide a copy of this Agreement to the Receiver or any other party without the consent of Seller and Purchaser, and instead will provide the Transfer Form as evidence of this transaction.

(b) Neither Seller nor Purchaser shall issue or make any press release or public statement with respect to the Transactions without the prior written consent of the other parties, except as may be required by a Legal Requirement or as may be required to comply with Section 2.5; provided, that neither Seller or Purchaser shall be required to obtain prior written consent of the other parties to make any disclosures to its underlying investors regarding the Transactions.

5.3 **Notices.** Prior to the Transfer Date, Seller shall give prompt notice to Purchaser of the receipt by Seller of (a) any notice or other communication from or on behalf of the Funds, any partner or member of the Funds or the Receiver relating to the Funds or (b) any notice or other communication relating to any contemplated or pending Proceeding by any Governmental Authority involving or relating to the Funds or the Purchased Interests. With respect to any such notice or other communication, Seller shall inform Purchaser of the receipt thereof and, if in writing, shall promptly furnish Purchaser with a copy thereof (including any related materials).

5.4 **Post-Transfer Date Notices and Distributions.** From and after the Transfer Date, Seller shall promptly forward to Purchaser any redemption proceeds and distributions received by Seller that relate to the Purchased Interests.

ARTICLE VI
CONDITIONS TO THE CLOSING

6.1 **Conditions to Obligations of each Purchaser.** The obligations of each Purchaser to effect the sale of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be from Seller on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Purchaser:

(a) Representations and Warranties. Each of the representations and warranties of each Seller contained in this Agreement shall be true and correct as of the Closing Date (except that to the extent (i) such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date, or (ii) as the result of delivery of the Investor Release or otherwise as the result of performance by the Seller of its covenants and agreements hereunder).

(b) Covenants and Agreements. Each Seller shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Purchaser shall have received the Investor Release signed by each Seller and notarized, a copy of the Proof of Claim, all supporting documentation as submitted to the Receiver and all other documents required to be delivered to Purchaser by such Seller under Section 2.3(b).

6.2 **Conditions to Obligations of each Seller.** The obligations of each Seller to effect the sale of the Purchased Interests on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Seller:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser contained in Article IV shall be true and correct in all material respects as of the Closing Date (except that to the extent such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date).

(b) Covenants and Agreements. Purchaser shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Seller shall have received all documents required to be delivered to Seller by such Purchaser under Section 2.3(c).

ARTICLE VII
INDEMNIFICATION

7.1 **Seller.** Each Seller, severally, shall, indemnify, defend and hold harmless Purchaser, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the "**Purchaser Indemnitees**") from and against any and all demands, claims, actions or causes of action, judgments, assessments, losses, liabilities, damages or penalties and reasonable attorneys' fees and related disbursements (collectively, "**Losses**") incurred by any of Purchaser Indemnitees that are occasioned or caused by, arise out of, or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Seller contained herein; (b) any breach or non-fulfillment of any covenant or agreement made by such Seller contained herein; and (c) all obligations associated with the Purchased Interests of such Seller not expressly assumed by Purchaser under Section 2.4.

7.2 **Purchaser.** Each Purchaser, severally, shall indemnify, defend and hold harmless Seller, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the "**Seller Indemnitees**") from and against any and all Losses incurred by any of the Seller Indemnitees that are occasioned or caused by, arise out of or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Purchaser contained herein; (b) any breach or non-fulfillment of any covenant of such Purchaser contained herein; (c) any obligation associated with the Purchased Interests or FP Designee Interests, expressly assumed by such Purchaser under Section 2.4; and (d) any action or omission of Seller with respect to the Purchased Interests, the FP Designee Interests or the Participation Interests taken or not taken at, and in accordance with, the request or direction of such Purchaser.

7.3 **Separate Obligations.** The rights of Seller and Purchaser hereunder are independent of and in addition to such rights and remedies of an equitable nature as any of them may have for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any of Seller or Purchaser, including, without limitation, the right to seek either specific performance or rescission and restitution, none of which rights shall be affected or diminished hereby.

7.4 **Survival.** The representations and warranties of Seller and Purchaser contained in this Agreement shall survive the Closing Date. Any investigation or other examination that may be made at any time by or on behalf of a party to which representations and warranties are made shall not limit, diminish or in any way affect the specific representations and warranties in this Agreement, and the parties may rely on the specific representations and warranties in this Agreement, irrespective of any information obtained by them by any investigation, examination or otherwise.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Interpretation.

(a) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(b) The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(c) References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(d) References to any agreement, instrument, contract or other document are to that agreement, instrument, contract or other document as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

(e) If a party is required to give notice or take action on a day that is not a Business Day, then the deadline for such action or notice shall be extended to the next Business Day.

8.2 Amendments. This Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by all of the parties hereto.

8.3 Assignability. Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by any party without the express written consent of the other parties hereto and any such attempted assignment shall be void and unenforceable; provided, that Purchaser may assign all of its rights and obligations hereunder to any other Person for whom Credit Value Partners LP or an Affiliate thereof acts as general partner, managing member or investment adviser, provided that such assignee expressly assumes all obligations of Purchaser hereunder and has equal or greater creditworthiness as the assignor. The provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, permitted assigns, members, successors, personal representatives, estates and legatees of each of the parties hereto.

8.4 Transfer Taxes and Expenses. All fees and expenses incurred in connection with this Agreement (and the transactions contemplated hereunder), including all fees of counsel, accountants, shall be borne by the party incurring the same.

8.5 No Third Party Beneficiaries. No provision of this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto and their respective assigns, any rights or remedies under this Agreement.

8.6 Entire Agreement. This Agreement (including any Schedules hereto) constitutes the entire agreement the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, letters and understandings relating to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein and in the Transaction Documents. In the event of any inconsistency between this Agreement and the Transfer Form, the terms of this Agreement shall control.

8.7 Governing Law; Choice of Forum. This Agreement, and all disputes, controversies and issues arising between the parties relating to this Agreement and the subject matter of this Agreement, shall be governed, interpreted, construed and enforced in accordance with the internal laws of the State of New York. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, for the purpose of resolving any Proceeding arising out of or relating to the Transaction.

8.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE TRANSACTION.

8.9 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including facsimile or portable document format (PDF) transmissions thereof, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.10 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent by first class U.S. mail, or electronic transmission, or delivered by hand or by overnight or similar delivery service, fees prepaid, to the party to whom it is to be given. Such notices shall be deemed to have been duly given when delivered in accordance with this Section, addressed as follows:

(a) If to Purchaser, to:

CVP SPV LLC in respect of Series I
c/o Credit Value Partners, LP
Attention: General Counsel
777 Third Avenue, Suite 19A
New York, NY 10017
Telephone: (212) 493-4460

E-mail: hsullivan@cvp7.com
with a copy to: creditvaluenotices@cvp7.com

(b) If to Seller, to:

Walter E. Johnson
c/o Caprock Capital, LLC
Attn: Ben Friedman
17480 Dallas Parkway, Suite 211
Dallas, Texas 75287

E-mail: bfriedman@caprockcapitalllc.com
with a copy to: w.edjohnson1225@yahoo.com

8.11 **Waiver.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

8.12 **Several Obligation.** The obligations of AP and APII hereunder are several and not joint and the recourse of any other party in respect of a Seller's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to such Seller, severally, and no party shall have recourse to any other Seller hereunder.

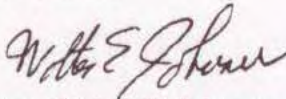
8.13 **Limited Recourse.** Notwithstanding any other provision of this Agreement, Purchaser is a segregated series of a Delaware series limited liability company and the recourse of any other party in respect of Purchaser's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to the net assets of Series I of CVP SPV LLC, severally in respect of the amount purchased by such series, and no party shall have recourse to the assets of any other series of CVP SPV LLC.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

SELLER

Walter E. Johnson

By: 

Name: Walter E. Johnson

Title: Individual

PURCHASER

CVP SPV LLC solely in respect of its Series I

by its managing member, Credit Value Partners, LP

By: 

Name: Howard Sullivan III

Title: Chief Operating Officer

[Signature Page to Purchase and Sale Agreement]

Schedule A

PURCHASED INTERESTS

Fund Name	NIC	Estimated NIC Percentage	Fund NAV¹ at January 31, 2009
Founding Partners Stable-Value Fund, L.P.	\$1,700,000.00	0.425%	\$2,202,858.86

Purchaser	Allocation
CVP SPV LLC, Series I	

¹ The parties acknowledge and agree that (i) no representations or warranties are made as to the accuracy of the Fund NAV provided in this Schedule, which have been based solely upon information provided by the Fund, and (ii) due to the illiquidity of the Purchased Interests and other factors, there may be substantial profit potential in, or substantial additional writedowns to be recorded with respect to, the Purchased Interests which is not reflected in the net asset value of the Purchased Interests as of the NAV Calculation Date or the Closing Date, and that the Transactions contemplated by this Agreement may, therefore, be effected at substantially below (or above) the Purchased Interests' fair value.

Exhibit A-3

DRAFT

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made and entered into as of ~~November~~ ^{December 4}, 2012, by and among Dian Graves Owen Foundation ("Seller"); and CVP SPV LLC in respect of its Series I as set forth on Schedule A hereto ("Purchaser").

DB

Recitals

WHEREAS, Seller is the legal and beneficial owner of interest(s) in the investment funds listed on Schedule A hereto (the funds, the "*Funds*", and the interest(s) therein, the "*Purchased Interests*").

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller's right, title and interest in the Purchased Interests owned by Seller other than such rights and interest as are specifically reserved by Seller as set forth herein, all upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, if the consent of the Receiver (as defined below) to the transfer of the Purchased Interests is not obtained, Purchaser and Seller desire that Seller shall sell to Purchaser, and Purchaser shall purchase from Seller all of Seller's right, title and interest in the FP Designee Interests (as defined below) that are distributed in respect to the Purchased Interests under the Settlement Agreement (as defined below).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the terms set forth below shall have the following meanings:

"*Affiliate*" of any Person shall mean any officer, director, equity holder or member of such Person or any entity that is managed or advised, directly or indirectly, by such Person. The term Affiliate shall also include any entity which controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"*Agreement*" shall mean this Purchase and Sale Agreement (including all Schedules hereto), as it may be amended from time to time.

"*Bankruptcy*" shall mean, with respect to any Person, an adjudication that such Person is bankrupt or insolvent, such Person's admission of its inability to pay its debts as they mature, such Person's making a general assignment for the benefit of creditors, such Person's filing a

petition in bankruptcy or a petition for relief under any section of any bankruptcy or insolvency law or any similar administration proceeding or Governmental Order by any Governmental Authority, or the filing against such Person of any such petition which is not discharged within 60 days thereafter.

“Business Day” shall mean any day other than (i) a Saturday or a Sunday or (ii) a day on which banks located in New York, New York or London, England are authorized or required by law to remain closed.

“Closing Date” shall mean the earliest to occur of (i) the LP Interest Closing, (ii) the FP Designee Interest Closing or (iii) the Participation Interest Closing, or in each case such other date as the parties may agree.

“Contract” shall mean any agreement, contract, consensual obligation, promise, understanding, arrangement, commitment or undertaking of any nature (whether written or oral and whether express or implied).

“Court” shall mean the United States District Court for the Middle District of Florida, Fort Myers Division.

“Distributions” shall mean any payment, proceeds or other monies from the Funds in respect of the Purchased Interests, including, without limitation, through redemptions or dividends, or any notes, securities or other property or proceeds or in-kind distributions under or in respect of such Purchased Interests. The term “Distributions” shall not include distributions of FP Designee Interests transferred to Purchaser hereunder.

“Economic Effective Date” shall mean the date hereof.

“Encumbrance” shall mean any lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction on (i) the voting of any security, (ii) the transfer of any security or other asset, (iii) the receipt of any income derived from any asset, (iv) the use of any asset and (v) title, or (vi) the possession, exercise or transfer of any other attribute of ownership of any asset; provided, that any such lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction in the Organizational Documents of the Funds, the limited liability company agreement of FP Designee or imposed by federal or state securities laws shall not be deemed an Encumbrance for purposes of this Agreement.

“Entity” shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company) or similar entity.

“Estimated NIC Percentage” shall mean the percentage point of interest set forth as Estimated NIC Percentage on Schedule A hereto.

“FP Designee” shall mean the entity proposed to be formed by the Receiver in connection with the Settlement Agreement, interests of which will be distributed to investors in

the Funds who join in the Settlement Agreement and whose interests are validated through the claims process as described in the Amended Opinion and Order dated August 28, 2012 of the United States District Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC or such other entity or entities formed the interests in which are distributed to FP Fund investors by the Receiver in lieu thereof.

“FP Designee Interest Closing” shall mean, if the LP Interest Closing shall not have occurred prior to such date, the date on which legal and beneficial ownership of the FP Designee Interests is transferred to the Purchaser by the Seller.

“FP Designee Interests” shall mean interests in FP Designee distributed in respect of the Purchased Interests under the Settlement Agreement.

“FP Funds” shall mean Founding Partners Stable-Value Fund, L.P., Founding Partners Stable-Value Fund II, L.P., Founding Partners Hybrid-Value Fund, L.P., and Founding Partners Global Fund, Ltd.

“Funds” has the meaning set forth in the Recitals.

“Governmental Approval” shall mean any: (a) permit, license, certificate, concession, approval, consent, ratification, permission, clearance, exemption, waiver, certification, registration, qualification, accreditation or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Authority.

“Governmental Authority” shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) regulatory, governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, and any court or other tribunal).

“Governmental Order” shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Investor Release” shall mean the Release of Claims (by FP Fund investors) required to be delivered by investors in the FP Funds to the Receiver contemporaneously with the Proof of Claim in order to participate in any distributions in respect of the Settlement Agreement relating to certain litigation proceedings involving SCI, SCHI, Promise the Principals and Founding Partners (as such terms are defined in the Settlement Agreement) among others.

“Legal Requirement” shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, ordinance, code, Order, edict, decree, regulation or permit, that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority of competent jurisdiction.

“Liability” shall mean any commitment, obligation, duty or liability of any nature, including those arising under the Portfolio Property Agreements or the limited liability company agreement of FP Designee as a consequence of ownership of the Purchased Interests.

“Losses” shall have the meaning specified in Section 7.1.

“LP Interest Closing” shall mean the date on which legal and beneficial ownership of the Purchased Interests is transferred to the Purchaser by Seller and confirmed or consented to by the Receiver or the Funds or otherwise approved by the Court; provided, however, the LP Interest Closing shall not occur until November 30, 2013 if the Purchase Price will be determined pursuant to Section 2.2(a)(iii) due to the fact that the Purchase Price cannot be determined on or prior to such date pursuant to Section 2.2(a)(i) or Section 2.2(a)(ii).

“NIC Purchase Price” has the meaning specified in Section 2.2(a)(iii).

“Order” shall mean any: (a) temporary, preliminary or permanent order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, stipulation, subpoena, writ or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction; or (b) Contract with any Governmental Authority that is or has been entered into in connection with any Proceeding.

“Organizational Documents” shall mean: (i) with respect to a corporation, its certificate of incorporation and by-laws; (ii) with respect to a limited partnership, its certificate of limited partnership and partnership agreement; (iii) with respect to a limited liability company, its certificate of formation and limited liability company agreement; (iv) with respect to a Cayman Islands company, its memorandum and articles of association; (v) with respect to a Cayman Islands registered trust, its Declaration of Trust; and (vi) with respect to any other Person that is not an individual, its similar governing and constituent documents.

“Participation Interest” shall have the meaning specified in Section 2.1.

“Participation Interest Closing” shall mean September 30, 2013, if neither the LP Interest Closing nor the FP Designee Interest Closing shall have occurred on or prior to such date.

“Person” shall mean any individual, Entity or Governmental Authority.

“Portfolio Property Agreement” shall mean any Organizational Documents of the Funds, all amendments thereto, any and all side letters to which Seller is a party with respect to the Purchased Interests and any Subscription Agreement of Seller relating to the Purchased Interests.

“Proceeding” shall mean any action, suit, litigation, arbitration, prosecution, investigation, hearing or inquest before or by any Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction.

“Proof of Claim” shall mean the Proof of Claim Form required to be submitted on or before the Proof of Claim Date to the Receiver, by all investors of record in the Funds as of January 1, 2009.

“Proof of Claim Date” shall mean October 12, 2012 or such other date as shall be determined by the Receiver as the deadline for submitting Proofs of Claim to the Receiver.

“Purchase Price” shall mean the amount determined in accordance with Section 2.2.

“Purchased Interests” shall have the meaning specified in the Recitals.

“Purchaser” shall have the meaning specified in the first paragraph of this Agreement.

“Purchaser Indemnitees” shall have the meaning specified in Section 7.1.

“Receiver” shall mean Daniel S. Newman (or his successor(s)), receiver for each of the FP Funds.

“Release Amount” shall mean 90% of the NIC Purchase Price.

“Representatives” of a party shall mean officers, directors, employees, attorneys, accountants, advisors and agents, of such party.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Seller” shall have the meaning specified in the first paragraph of this Agreement.

“Seller Indemnitees” shall have the meaning specified in Section 7.2.

“Settlement Agreement” shall mean the settlement agreement described in the Amended Opinion and Order dated August 28, 2012 of the Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC.

“SV Fund” shall mean Founding Partners Stable-Value Fund, L.P.

“Transaction” or ***“Transactions”*** shall mean, collectively, the purchase and sale contemplated hereby and the related transactions contemplated by the Transaction Documents.

“Transaction Documents” shall mean this Agreement, the Transfer Form and all other agreements, certificates, instruments, documents and writings executed and delivered by Purchaser and Seller, or the Funds, in connection with the Transaction.

“Transfer Date” shall mean, with respect to the Purchased Interests or the FP Designee Interests, as the case may be, the date of the latest to occur of Purchaser’s receipt of a copy of written evidence from the issuer of the securities in question confirming that the Transfer of such Purchased Interests or FP Designee Interests has occurred.

“Transfer Form” shall mean an assignment and assumption agreement, notice of transfer or other form of instrument as may be reasonably acceptable to Purchaser and Seller and, if

applicable, required by the Receiver, the Court, the Funds and/or FP Designee, in order to record the transfer of the Purchased Interests and/or the FP Designee Interests from Seller to Purchaser on the books and records of the Funds and/or FP Designee.

“True-Up Amount” shall mean the Purchase Price (determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii)) minus the NIC Purchase Price or, if no Purchase Price can be determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii) on or prior to June 15, 2014, 10% of the NIC Purchase Price.

Other capitalized terms used in this Agreement shall have the meanings ascribed to them in the Sections where such terms are initially used.

ARTICLE II THE TRANSACTION

2.1 Purchase and Sale of the Purchased Interests. Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase from Seller on the Closing Date, legal and beneficial right, title and interest to the Purchased Interests (or, if applicable, the FP Designee Interests) free and clear of all Encumbrances. Seller hereby grants to Purchaser the right to participate in 100% of the proceeds of the Purchased Interests (the **“Participation Interest”**), and Purchaser hereby assumes 100% of the risks of the Purchased Interests, in each case from and after the Economic Effective Date, except for those obligations excluded from the Purchased Interests in accordance with Section 2.4(b). Seller shall pay or transfer over all Distributions received from and after the Economic Effective Date (or reduce the Purchase Price) in respect of the Purchased Interests to Purchaser as set forth in this Agreement, subject to Section 2.5. Seller shall cooperate with Purchaser and shall use its commercially reasonable efforts to obtain the consent of the applicable issuer of the Purchased Interests or the FP Designee Interests, as applicable, and take such other actions necessary for Purchaser to be the legal and beneficial owner of the Purchased Interests or the FP Designee Interests, as applicable, as soon as possible.

2.2 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of the Purchased Interests, the FP Designee Interests distributed in respect of the Purchased Interests or the Participation Interests, as the case may be, by Seller to Purchaser on the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller an amount (reduced dollar-for-dollar by the amount of any Distributions actually received by Seller in respect of the Purchased Interests after the date hereof and prior to the Closing Date and not delivered to Purchaser in accordance with the terms of this Agreement) (the **“Purchase Price”**) that shall be determined as follows:

- (a) If the Closing Date occurs on the LP Interest Closing, then,
 - (i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the

Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be determined by multiplying \$1,050,000 by the Estimated NIC Percentage (the "*NIC Purchase Price*"), subject to Section 2.2(e).

(b) If the Closing Date occurs on the FP Designee Interest Closing, then the Purchase Price shall be \$1,050,000 for each percentage point of interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns or transferred to Purchaser or its assigns by Seller in respect of the Purchased Interests, the FP Designee Interests or Participation Interests on or after the date hereof.

(c) If the Closing Date occurs on the Participation Interest Closing, then,

(i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court prior to date of the Participation Interest Closing; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest

is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be the NIC Purchase Price, subject to Section 2.2(e).

(d) For purposes of Sections 2.2(a)(ii) and 2.2(c)(ii) above, the calculation of a percentage point of interest, whether referring to SV Fund, another Fund or otherwise, shall be determined after taking into account all proofs of claim filed in connection with the Settlement Agreement. For clarification, the percentage point of interest will only include those investors participating in distributions pursuant to the Settlement Agreement and will be measured on a post-Settlement basis.

(e) Purchaser shall pay the Purchase Price to the Seller on the Closing Date unless the Purchase Price on such date is determined by reference to the Estimated NIC Percentage, in which case Purchaser shall pay the Release Amount to Seller on the Closing Date and the parties shall settle the True-Up Amount on the earliest to occur of (x) June 15, 2014 or (y) the determination of the Purchase Price under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii), as applicable. If the True-Up Amount is positive (meaning the Purchase Price exceeds the NIC Purchase Price), Purchaser shall pay such amount to Seller. If the True-Up Amount is negative (meaning the NIC Purchase Price exceeds the Purchase Price), the Seller shall pay such amount to Purchaser.

2.3 Closing Date; Delivery and Payment.

(a) The closing of the Transaction shall take place on the Closing Date, and:

(i) if the Closing Date is the date of the LP Interest Closing, Seller shall transfer the Purchased Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(ii) if the Closing Date is the date of the FP Designee Interest Closing, Seller shall transfer the FP Designee Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(iii) If the Closing Date is the date of the Participation Interest Closing, Purchaser shall pay the Purchase Price to Seller.

(iv) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to the following account(s) of Seller:

Wiring Instructions for Seller

*For: Dian Graves Owen Foundation
Bank: First Financial Bank Abilene
Abilene, Tx 79601*

[PLEASE PROVIDE]

*ABA: 111301122
Account #: 1801835018
Account Name: Dian Graves Owen Foundation*

(b) On the Closing Date, Seller shall deliver to Purchaser the following:

(i) in the case of the LP Interest Closing or the FP Designee Interest Closing, the Transfer Form, if any, duly executed by Seller, for the Purchased Interests or FP Designee Interests, as applicable, together with evidence reasonably satisfactory to Purchaser that the Funds, FP Designee or the Receiver, as applicable, has recorded or will record the transfer, and together with such other forms, documents or instruments that may be required by the Receiver;

(ii) payment instructions to the Funds, FP Designee or the Receiver, as applicable, in a form reasonably acceptable to Purchaser, instructing the Funds, FP Designee and/or the Receiver to pay all future Distributions in respect of Seller to the account of the Purchaser; and

(iii) such other documents, instruments or agreements as may reasonably be requested by Purchaser to give effect to this Agreement.

(c) On the Closing Date, Purchaser shall:

(i) deliver or cause to be delivered to Seller payment of the Purchase Price to Seller as per the wire instructions in Section 2.3(a)(iv) above; and

(ii) in the case of the LP Interest Closing or the FP Designee Interest Closing, deliver or cause to be delivered to Seller the Transfer Form, if any, duly executed by the Purchaser for the Purchased Interests or FP Designee Interests, as applicable, together with such other forms, documents or instruments that may be required by the Receiver.

2.4 Assumed Obligations.

(a) Purchaser hereby assumes, accepts and agrees to pay, perform, discharge, and otherwise fulfill any and all obligations as registered holder of the Purchased Interests or FP Designee Interests required to be paid or performed after the Economic Effective Date in connection with the ownership of the Purchased Interests.

(b) Notwithstanding the terms of Section 2.4(a), Purchaser shall not, directly or indirectly, assume, and shall not in any way be or become responsible for, and Seller shall remain responsible for any Liability associated with the Purchased Interests which arise, accrue, or relate to the period that Seller was the legal or beneficial owner of the Purchased Interests prior to the Economic Effective Date or that arise as a result of any action or inaction by Seller in relation to the Purchased Interests prior to the Economic Effective Date, other than in compliance with this Agreement.

2.5 Voting; Further Assurances.

(a) From and after the date hereof, Seller and Purchaser will use their reasonable best efforts to take such actions as may be possible without violation or breach of the Portfolio Property Agreements to effectively grant Purchaser the economic benefits of ownership of the Purchased Interests as contemplated hereby. Notwithstanding the foregoing, until such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall retain all cash Distributions received by or on behalf of Seller from and after the date hereof in respect of the Purchased Interests, and such retained cash Distributions shall reduce on a dollar-for-dollar basis the amount of the Purchase Price payable by Purchaser on the Closing Date. At such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall pay over to Purchaser all subsequent cash Distributions and all non-cash Distributions received by or on behalf of Seller in respect of the Purchased Interests, which payments or transfers shall be made within five (5) Business Days following Seller's receipt of such Distributions; provided, that Purchaser shall be responsible for all custody, administrative, bank wire fees and any other costs and expenses incurred by Seller in connection with holding, transferring and/or releasing such Distributions to Purchaser. If the Portfolio Property Agreements prohibit Seller from paying or transferring the Distributions to Purchaser, Seller shall be deemed to hold such Distributions in trust for the benefit of Purchaser and shall cooperate with Purchaser and shall take such further actions to secure Purchaser's interest as Purchaser may reasonably request.

(b) Seller shall (at the risk and expense of Purchaser) cooperate with Purchaser and use its reasonable best efforts to obtain the consent of the Receiver, the Court, the Funds and/or FP Designee required to cause Purchaser to be the legal and beneficial owner of the Purchased Interests or FP Designee Interests as contemplated by this Agreement as soon as possible. If such consents are received, Seller and Purchaser shall deliver the documents referred to in Sections 2.3(b) and 2.3(c) and such other documents, instruments or agreements as may reasonably be requested by Seller or Purchaser to give effect to the assignment of the Purchased Interests or FP Designee Interests, as the case may be, as contemplated by this Agreement, and upon such assignment becoming effective, the Participation Interest will terminate.

(c) Seller shall notify Purchaser promptly in writing and provide all information received by Seller from the Funds, FP Designee, the Receiver or any representative thereof with respect to federal income taxes (including any Schedule K-1) or any matter, issue, or event that requires the holder of the Purchased Interests to vote, make any election, consent or take similar action with respect to the Purchased Interests or FP Designee Interests, including without limitation, approval of any plan of liquidation or administration for the Funds in receivership or other insolvency proceeding, and Seller shall exercise its voting, consent or other elective rights only as directed by Purchaser. From and after the date hereof, Purchaser and Seller shall execute such other certificates, instruments or documents required pursuant to the provisions of this Agreement, or otherwise reasonably necessary and reasonably practicable to transfer the Purchased Interests in accordance with the terms hereof, and to vest in Purchaser title to the Purchased Interests, free and clear of all Encumbrances. Seller shall take all actions and file all documents, claims or other forms as may be requested by Purchaser as may be reasonably necessary or reasonably desirable to preserve all rights of the Seller and Purchaser in respect of the Purchased Interests (including, without limitation, amending the Proof of Claim or the Investor Release after the Proof of Claim Date to cure any deficiencies identified by the

Purchaser or the Receiver that could adversely affect the Seller's or the Purchaser's rights to receive distributions).

2.6 Grant of Security Interest. Seller hereby grants to Purchaser a first priority security interest in and to all "proceeds" (as defined in the New York Uniform Commercial Code ("*NYUCC*")) and as if the Purchased Interests were "collateral" (as defined in the NYUCC)) of the Purchased Interests to secure its obligations hereunder. Seller hereby appoints Purchaser as its agent and attorney-in-fact, with full right of substitution, for purposes of executing any and all instruments, documents, agreements or forms necessary or desirable to preserve the rights of the Purchaser and Seller in the Purchased Interests in any proceedings relating to the Funds, to give effect to the intent of this Agreement or otherwise to protect the rights and interest of the Purchaser in the Purchased Interests and the Participation Interest. Seller hereby authorizes Purchaser to file such financing statements or other instruments, notify such person as Purchaser deems desirable and take any other action to perfect and protect its security interest and other rights hereunder. Purchaser agrees to give prior written notice to Seller of any action Purchaser takes pursuant to this Section 2.6. This power of attorney is coupled with an interest.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller, severally, represents and warrants to Purchaser with respect to itself, as of the date hereof, as follows:

3.1 Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the transactions contemplated hereby.

3.2 Purchased Interests; Ownership of Purchased Interests.

(a) All right, title and interest in and to the Purchased Interests are legally and beneficially owned by Seller free and clear of all Encumbrances. Such Purchased Interests are accurately described on Schedule A attached to this Agreement. The Purchased Interests are not evidenced by any certificates.

(b) Seller will convey to Purchaser good and valid title to the Purchased Interests upon an LP Interest Closing or such Seller's FP Designee Interest upon an FP Designee Interest Closing, free and clear of any Encumbrances. The Participation Interest is enforceable in accordance with the terms of this Agreement.

(c) Except as contemplated by this Agreement, including the Settlement Agreement, Seller has not entered into any agreement or understanding or waived any right or failed to take any action with respect to any of the Purchased Interests, the FP Designee Interests or the Participation Interests that would result in the holder of such interests becoming entitled to receive less from the Funds than is provided in the Portfolio Property Agreements in respect of such Purchased Interests or having any Liability to the Funds or any other Person in respect of such Purchased Interests.

(d) The Proof of Claim has been filled out completely and accurately, properly executed by duly authorized representatives of the Seller and properly submitted to the Receiver with all required supporting documentation prior to the Proof of Claim Date. Seller is the Investor of Record of the Purchased Interests the Actual Beneficial Owner (each as defined in the Proof of Claim Form). Seller did not receive any commissions or other remuneration in connection with its investment in the Funds and, to such Seller's knowledge after reasonable inquiry, there is no basis for the Receiver to disallow Seller's Proof of Claim.

(e) The Investor Release has been executed by duly authorized representatives of the Seller and properly notarized and properly submitted to the Receiver prior to the Proof of Claim Date.

(f) Seller ~~has provided~~ ^{will provide upon request} to Purchaser true and correct copies of the Proof of Claim, Investor Release and all supporting materials submitted to the Receiver.



3.3 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Seller has been approved by all requisite action on the part of Seller.

(b) This Agreement has been duly and validly executed and delivered by Seller.

(c) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

3.4 **No Conflicts; Required Consents.** Except as contemplated by the Settlement Agreement or the limited liability company agreement of FP Designee, the execution, delivery and performance of this Agreement by Seller and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Seller or any contractual obligations of Seller or any law, order or judgment applicable to Seller; or

(b) require Seller to obtain any consent from a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

3.5 **No Other Agreement.** Except as contemplated by the Settlement Agreement, neither Seller nor any of its Representatives has entered into any binding Contract for the sale or other disposition of any of the Purchased Interests except as set forth in this Agreement.

3.6 **No Litigation.** Except as contemplated by the Settlement Agreement and the litigation related thereto, to Seller's knowledge, there is no threatened or pending litigation or

claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests or the Participation Interests that Purchaser proposes to acquire from Seller pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

3.7 **Portfolio Property Agreements.** Seller, ^{will provide upon request,} ~~has provided~~ Purchaser with accurate and complete copies of all of the Portfolio Property Agreements, all amendments thereto and all side letters in respect thereof and all communications to investors received from the Funds, including, without limitation copies of the Schedules K-1 for each of 2009, 2010 and 2011 received by the Seller with respect to each Purchased Interest. Other than the Portfolio Property Agreements, Seller has not entered into any agreement with respect to the Purchased Interests that will be binding on Purchaser or affect the Purchased Interests after the date hereof, except as contemplated by this Agreement, including the Settlement Agreement. TSB

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Purchaser, severally, represents and warrants to Seller with respect to itself, as of the date hereof, as follows:

4.1 **Organization and Good Standing.** Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the Transactions.

4.2 **Authority; Binding Nature of Agreements.**

(a) The execution, delivery and performance of this Agreement by Purchaser has been approved by all requisite action on the part of Purchaser.

(b) This Agreement has been duly and validly executed and delivered by Purchaser.

(c) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

4.3 **No Conflicts; Required Consents.** The execution, delivery and performance of this Agreement by Purchaser and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Purchaser or any contractual obligations of Purchaser or any law, order or judgment applicable to Purchaser; or

(b) require Purchaser to obtain any consent or make or deliver any filing or notice to a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

4.4 Investment Representations; Excluded Information.

(a) Purchaser is acquiring the Purchased Interests, the FP Designee Interests or the Participation Interests, as the case may be, for its own account, for investment only and has no intention of selling or distributing any of such interests. Purchaser has no arrangement or understanding with any other person or entity regarding the sale or distribution of such interests.

(b) Purchaser understands that none of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be have been registered under the Securities Act or any state or other securities law and that they must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and any other applicable securities law or is exempt from registration. Purchaser is capable of assuming, and assumes, the risks of an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, including the risk of a complete loss of such investment. Specifically, Purchaser acknowledges and accepts that: (i) an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, is highly illiquid in nature, including as a result of the redemption terms applicable to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be; (ii) there may be no secondary market in the Purchased Interests, the FP Designee Interests or the Participation Interests and no such secondary market may develop; and (iii) Seller is under no obligation to, and will not, make any secondary market in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(c) Purchaser is an "accredited investor," as such term is defined in Rule 501 promulgated under the Securities Act. Purchaser is knowledgeable, sophisticated and experienced in making investment decisions like that involved in the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be (including, without limitation, experience in investing in alternative investments such as the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be) and, in connection therewith, has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser is a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended.

(d) Purchaser is not relying on Seller for investment, legal or tax advice, and has consulted with its own counsel and accountant, regarding the various legal, tax and economic considerations relating to the Transaction.

(e) Purchaser has adequate information concerning the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the Funds and any Proceedings relating thereto to make an informed decision regarding the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has had the opportunity to access all information that it deemed necessary or advisable in

connection therewith, including from the Receiver and through publicly available information, and it has independently and without reliance upon Seller or any of its Affiliates for information or advice made its own analysis and decision to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has independently concluded that the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, are a suitable investment for it based on all applicable factors, including (without limitation) its investment objectives. Purchaser acknowledges and agrees that Seller or its Affiliates may possess information regarding the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the issuers thereof or the assets thereof that has not been provided to Purchaser and that is not publicly available (the "*Excluded Information*"). Such information may be material to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and to Purchaser's decision to enter into this Agreement and to purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser acknowledges and agrees that it has determined to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, notwithstanding its lack of knowledge of Excluded Information, whether or not material. Purchaser acknowledges and agrees neither Seller nor any of its Affiliates shall have any liability to it with respect to the non-disclosure of the Excluded Information and waives and releases any claims that it might have against Seller or any of its Affiliates arising out of or relating to any matters contemplated by this clause (e), including (without limitation, the nondisclosure of Excluded Information).

(f) Purchaser acknowledges and agrees that none of Seller, any of its Affiliates or any other Person has made any representation or warranty, express or implied, written or oral, except for those representations and warranties expressly set forth in Article III, and in making the determination to proceed with the Transaction, Purchaser has relied solely on such representations and warranties; and no such representations or warranties constitute an assurance or guarantee as to the expected results of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(g) Purchaser acknowledges and agrees that Seller is not acting as a fiduciary for or adviser to Purchaser in respect of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, it being understood and agreed, for the avoidance of doubt, that information and explanations related to the terms and conditions of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, shall not be considered to be investment advice or a recommendation to invest in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

4.5 No Litigation. To Purchaser's knowledge, there is no threatened or pending litigation or claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, that Purchaser proposes to acquire pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

ARTICLE V
COVENANTS

5.1 **Covenants; Notification of Certain Matters.** Seller shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Seller, of: (a) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, would be likely to cause either: (i) any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the respective Transfer Date, (ii) any failure of Seller or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; (b) any redemption proceeds or other Distributions received by Seller after the date hereof and prior to the Transfer Date with respect to the Purchased Interests; (c) any written declaration of the Receiver or determination of the Court as to the matters referred to in clauses (i) and (ii) of the first sentence of Section 2.2(a) or of Section 2.2(c); and (d) the issuance of FP Designee Interests and the percentage ownership interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns (or, if the Transfer Date has not occurred at or prior to the time of such distribution, to Seller); provided, however, that the delivery of any notice pursuant to this Section 5.1 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice or the representations or warranties of the parties or the conditions to the obligations of the parties hereto.

5.2 **Confidentiality; Publicity.**

(a) From the date of this Agreement, Seller and Purchaser shall, and shall cause their Representatives to, keep confidential all confidential documents and information concerning any other party furnished to either of them or their Affiliates in connection with the Transactions, except as may be required by any Legal Requirement or to comply with a request of a Governmental Authority or the Receiver or as may be required to comply with this Agreement. In no event will a party provide a copy of this Agreement to the Receiver or any other party without the consent of Seller and Purchaser, and instead will provide the Transfer Form as evidence of this transaction.

(b) Neither Seller nor Purchaser shall issue or make any press release or public statement with respect to the Transactions without the prior written consent of the other parties, except as may be required by a Legal Requirement or as may be required to comply with Section 2.5; provided, that neither Seller or Purchaser shall be required to obtain prior written consent of the other parties to make any disclosures to its underlying investors regarding the Transactions.

5.3 **Notices.** Prior to the Transfer Date, Seller shall give prompt notice to Purchaser of the receipt by Seller of (a) any notice or other communication from or on behalf of the Funds, any partner or member of the Funds or the Receiver relating to the Funds or (b) any notice or other communication relating to any contemplated or pending Proceeding by any Governmental Authority involving or relating to the Funds or the Purchased Interests. With respect to any such notice or other communication, Seller shall inform Purchaser of the receipt thereof and, if in writing, shall promptly furnish Purchaser with a copy thereof (including any related materials).

5.4 **Post-Transfer Date Notices and Distributions.** From and after the Transfer Date, Seller shall promptly forward to Purchaser any redemption proceeds and distributions received by Seller that relate to the Purchased Interests.

ARTICLE VI
CONDITIONS TO THE CLOSING

6.1 **Conditions to Obligations of each Purchaser.** The obligations of each Purchaser to effect the sale of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be from Seller on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Purchaser:

(a) Representations and Warranties. Each of the representations and warranties of each Seller contained in this Agreement shall be true and correct as of the Closing Date (except that to the extent (i) such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date, or (ii) as the result of delivery of the Investor Release or otherwise as the result of performance by the Seller of its covenants and agreements hereunder).

(b) Covenants and Agreements. Each Seller shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Purchaser shall have received the Investor Release signed by each Seller and notarized, a copy of the Proof of Claim, all supporting documentation as submitted to the Receiver and all other documents required to be delivered to Purchaser by such Seller under Section 2.3(b).

6.2 **Conditions to Obligations of each Seller.** The obligations of each Seller to effect the sale of the Purchased Interests on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Seller:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser contained in Article IV shall be true and correct in all material respects as of the Closing Date (except that to the extent such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date).

(b) Covenants and Agreements. Purchaser shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Seller shall have received all documents required to be delivered to Seller by such Purchaser under Section 2.3(c).

ARTICLE VII
INDEMNIFICATION

7.1 **Seller.** Each Seller, severally, shall indemnify, defend and hold harmless Purchaser, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the "*Purchaser Indemnitees*") from and against any and all demands, claims, actions or causes of action, judgments, assessments, losses, liabilities, damages or penalties and reasonable attorneys' fees and related disbursements (collectively, "*Losses*") incurred by any of Purchaser Indemnitees that are occasioned or caused by, arise out of, or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Seller contained herein; (b) any breach or non-fulfillment of any covenant or agreement made by such Seller contained herein; and (c) all obligations associated with the Purchased Interests of such Seller not expressly assumed by Purchaser under Section 2.4.

7.2 **Purchaser.** Each Purchaser, severally, shall indemnify, defend and hold harmless Seller, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the "*Seller Indemnitees*") from and against any and all Losses incurred by any of the Seller Indemnitees that are occasioned or caused by, arise out of or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Purchaser contained herein; (b) any breach or non-fulfillment of any covenant of such Purchaser contained herein; (c) any obligation associated with the Purchased Interests or FP Designee Interests, expressly assumed by such Purchaser under Section 2.4; and (d) any action or omission of Seller with respect to the Purchased Interests, the FP Designee Interests or the Participation Interests taken or not taken at, and in accordance with, the request or direction of such Purchaser.

7.3 **Separate Obligations.** The rights of Seller and Purchaser hereunder are independent of and in addition to such rights and remedies of an equitable nature as any of them may have for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any of Seller or Purchaser, including, without limitation, the right to seek either specific performance or rescission and restitution, none of which rights shall be affected or diminished hereby.

7.4 **Survival.** The representations and warranties of Seller and Purchaser contained in this Agreement shall survive the Closing Date. Any investigation or other examination that may be made at any time by or on behalf of a party to which representations and warranties are made shall not limit, diminish or in any way affect the specific representations and warranties in this Agreement, and the parties may rely on the specific representations and warranties in this Agreement, irrespective of any information obtained by them by any investigation, examination or otherwise.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Interpretation.

(a) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(b) The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(c) References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(d) References to any agreement, instrument, contract or other document are to that agreement, instrument, contract or other document as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

(e) If a party is required to give notice or take action on a day that is not a Business Day, then the deadline for such action or notice shall be extended to the next Business Day.

8.2 Amendments. This Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by all of the parties hereto.

8.3 Assignability. Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by any party without the express written consent of the other parties hereto and any such attempted assignment shall be void and unenforceable; provided, that Purchaser may assign all of its rights and obligations hereunder to any other Person for whom Credit Value Partners LP or an Affiliate thereof acts as general partner, managing member or investment adviser, provided that such assignee expressly assumes all obligations of Purchaser hereunder and has equal or greater creditworthiness as the assignor. The provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, permitted assigns, members, successors, personal representatives, estates and legatees of each of the parties hereto.

8.4 Transfer Taxes and Expenses. All fees and expenses incurred in connection with this Agreement (and the transactions contemplated hereunder), including all fees of counsel, accountants, shall be borne by the party incurring the same.

8.5 No Third Party Beneficiaries. No provision of this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto and their respective assigns, any rights or remedies under this Agreement.

8.6 Entire Agreement. This Agreement (including any Schedules hereto) constitutes the entire agreement the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, letters and understandings relating to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein and in the Transaction Documents. In the event of any inconsistency between this Agreement and the Transfer Form, the terms of this Agreement shall control.

8.7 Governing Law; Choice of Forum. This Agreement, and all disputes, controversies and issues arising between the parties relating to this Agreement and the subject matter of this Agreement, shall be governed, interpreted, construed and enforced in accordance with the internal laws of the State of New York. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, for the purpose of resolving any Proceeding arising out of or relating to the Transaction.

8.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE TRANSACTION.

8.9 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including facsimile or portable document format (PDF) transmissions thereof, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.10 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent by first class U.S. mail, or electronic transmission, or delivered by hand or by overnight or similar delivery service, fees prepaid, to the party to whom it is to be given. Such notices shall be deemed to have been duly given when delivered in accordance with this Section, addressed as follows:

(a) If to Purchaser, to:

CVP SPV LLC in respect of Series I
c/o Credit Value Partners, LP
Attention: General Counsel
777 Third Avenue, Suite 19A
New York, NY 10017
Telephone: (212) 493-4460

E-mail: hsullivan@cvp7.com
with a copy to: creditvaluenotices@cvp7.com

(b) If to Seller, to:

[PLEASE PROVIDE]

*Dian Graves Owen Foundation
Attn: Tucker Bridwell
400 Pine Street, Suite 1000
Abilene, Tx 79601
tsb@maninv.net 325 6771367*

8.11 **Waiver.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

8.12 **Several Obligation.** The obligations of AP and APII hereunder are several and not joint and the recourse of any other party in respect of a Seller's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to such Seller, severally, and no party shall have recourse to any other Seller hereunder.

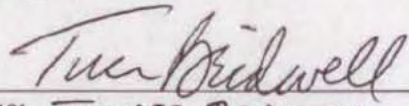
8.13 **Limited Recourse.** Notwithstanding any other provision of this Agreement, Purchaser is a segregated series of a Delaware series limited liability company and the recourse of any other party in respect of Purchaser's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to the net assets of Series I of CVP SPV LLC, severally in respect of the amount purchased by such series, and no party shall have recourse to the assets of any other series of CVP SPV LLC.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

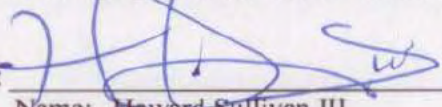
SELLER

[NAME] DIAN GRAVES OWEN FOUNDATION

By: 
Name: TUCKER BRIDWELL
Title: PRESIDENT

PURCHASER

CVP SPV LLC solely in respect of its Series I
by its managing member, Credit Value Partners, LP

By: 
Name: Howard Sullivan III
Title: Chief Operating Officer

[Signature Page to Purchase and Sale Agreement]

Schedule A

PURCHASED INTERESTS

Fund Name	NIC	Estimated NIC Percentage	Fund NAV ¹ at January 31, 2009
Founding Partners Stable-Value Fund L.P. II	\$ 1,000,000	.25%	\$ 1,020,712.40

Purchaser	Allocation
CVP SPV LLC, Series I	

¹ The parties acknowledge and agree that (i) no representations or warranties are made as to the accuracy of the Fund NAV provided in this Schedule, which have been based solely upon information provided by the Fund, and (ii) due to the illiquidity of the Purchased Interests and other factors, there may be substantial profit potential in, or substantial additional writedowns to be recorded with respect to, the Purchased Interests which is not reflected in the net asset value of the Purchased Interests as of the NAV Calculation Date or the Closing Date, and that the Transactions contemplated by this Agreement may, therefore, be effected at substantially below (or above) the Purchased Interests' fair value.

Exhibit A-4

DRAFT

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made and entered into as of November 26th, 2012, by and among: Palquine, Ltd. (“*Seller*”); and CVP SPV LLC in respect of its Series I as set forth on Schedule A hereto (“*Purchaser*”).

Recitals

WHEREAS, Seller is the legal and beneficial owner of interest(s) in the investment funds listed on Schedule A hereto (the funds, the “*Funds*”, and the interest(s) therein, the “*Purchased Interests*”).

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller’s right, title and interest in the Purchased Interests owned by Seller other than such rights and interest as are specifically reserved by Seller as set forth herein, all upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, if the consent of the Receiver (as defined below) to the transfer of the Purchased Interests is not obtained, Purchaser and Seller desire that Seller shall sell to Purchaser, and Purchaser shall purchase from Seller all of Seller’s right, title and interest in the FP Designee Interests (as defined below) that are distributed in respect to the Purchased Interests under the Settlement Agreement (as defined below).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I
DEFINITIONS**

For purposes of this Agreement, the terms set forth below shall have the following meanings:

“*Affiliate*” of any Person shall mean any officer, director, equity holder or member of such Person or any entity that is managed or advised, directly or indirectly, by such Person. The term *Affiliate* shall also include any entity which controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Purchase and Sale Agreement (including all Schedules hereto), as it may be amended from time to time.

“*Bankruptcy*” shall mean, with respect to any Person, an adjudication that such Person is bankrupt or insolvent, such Person’s admission of its inability to pay its debts as they mature, such Person’s making a general assignment for the benefit of creditors, such Person’s filing a

petition in bankruptcy or a petition for relief under any section of any bankruptcy or insolvency law or any similar administration proceeding or Governmental Order by any Governmental Authority, or the filing against such Person of any such petition which is not discharged within 60 days thereafter.

"Business Day" shall mean any day other than (i) a Saturday or a Sunday or (ii) a day on which banks located in New York, New York or London, England are authorized or required by law to remain closed.

"Closing Date" shall mean the earliest to occur of (i) the LP Interest Closing, (ii) the FP Designee Interest Closing or (iii) the Participation Interest Closing, or in each case such other date as the parties may agree.

"Contract" shall mean any agreement, contract, consensual obligation, promise, understanding, arrangement, commitment or undertaking of any nature (whether written or oral and whether express or implied).

"Court" shall mean the United States District Court for the Middle District of Florida, Fort Myers Division.

"Distributions" shall mean any payment, proceeds or other monies from the Funds in respect of the Purchased Interests, including, without limitation, through redemptions or dividends, or any notes, securities or other property or proceeds or in-kind distributions under or in respect of such Purchased Interests. The term "Distributions" shall not include distributions of FP Designee Interests transferred to Purchaser hereunder.

"Economic Effective Date" shall mean the date hereof.

"Encumbrance" shall mean any lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction on (i) the voting of any security, (ii) the transfer of any security or other asset, (iii) the receipt of any income derived from any asset, (iv) the use of any asset and (v) title, or (vi) the possession, exercise or transfer of any other attribute of ownership of any asset; provided, that any such lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction in the Organizational Documents of the Funds, the limited liability company agreement of FP Designee or imposed by federal or state securities laws shall not be deemed an Encumbrance for purposes of this Agreement.

"Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company) or similar entity.

"Estimated NIC Percentage" shall mean the percentage point of interest set forth as Estimated NIC Percentage on Schedule A hereto.

"FP Designee" shall mean the entity proposed to be formed by the Receiver in connection with the Settlement Agreement, interests of which will be distributed to investors in

the Funds who join in the Settlement Agreement and whose interests are validated through the claims process as described in the Amended Opinion and Order dated August 28, 2012 of the United States District Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC or such other entity or entities formed the interests in which are distributed to FP Fund investors by the Receiver in lieu thereof.

"FP Designee Interest Closing" shall mean, if the LP Interest Closing shall not have occurred prior to such date, the date on which legal and beneficial ownership of the FP Designee Interests is transferred to the Purchaser by the Seller.

"FP Designee Interests" shall mean interests in FP Designee distributed in respect of the Purchased Interests under the Settlement Agreement.

"FP Funds" shall mean Founding Partners Stable-Value Fund, L.P., Founding Partners Stable-Value Fund II, L.P., Founding Partners Hybrid-Value Fund, L.P., and Founding Partners Global Fund, Ltd.

"Funds" has the meaning set forth in the Recitals.

"Governmental Approval" shall mean any: (a) permit, license, certificate, concession, approval, consent, ratification, permission, clearance, exemption, waiver, certification, registration, qualification, accreditation or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Authority.

"Governmental Authority" shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) regulatory, governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, and any court or other tribunal).

"Governmental Order" shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Investor Release" shall mean the Release of Claims (by FP Fund investors) required to be delivered by investors in the FP Funds to the Receiver contemporaneously with the Proof of Claim in order to participate in any distributions in respect of the Settlement Agreement relating to certain litigation proceedings involving SCI, SCHI, Promise the Principals and Founding Partners (as such terms are defined in the Settlement Agreement) among others.

"Legal Requirement" shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, ordinance, code, Order, edict, decree, regulation or permit, that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority of competent jurisdiction.

“Liability” shall mean any commitment, obligation, duty or liability of any nature, including those arising under the Portfolio Property Agreements or the limited liability company agreement of FP Designee as a consequence of ownership of the Purchased Interests.

“Losses” shall have the meaning specified in Section 7.1.

“LP Interest Closing” shall mean the date on which legal and beneficial ownership of the Purchased Interests is transferred to the Purchaser by Seller and confirmed or consented to by the Receiver or the Funds or otherwise approved by the Court; provided, however, the LP Interest Closing shall not occur until November 30, 2013 if the Purchase Price will be determined pursuant to Section 2.2(a)(iii) due to the fact that the Purchase Price cannot be determined on or prior to such date pursuant to Section 2.2(a)(i) or Section 2.2(a)(ii).

“NIC Purchase Price” has the meaning specified in Section 2.2(a)(iii).

“Order” shall mean any: (a) temporary, preliminary or permanent order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, stipulation, subpoena, writ or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction; or (b) Contract with any Governmental Authority that is or has been entered into in connection with any Proceeding.

“Organizational Documents” shall mean: (i) with respect to a corporation, its certificate of incorporation and by-laws; (ii) with respect to a limited partnership, its certificate of limited partnership and partnership agreement; (iii) with respect to a limited liability company, its certificate of formation and limited liability company agreement; (iv) with respect to a Cayman Islands company, its memorandum and articles of association; (v) with respect to a Cayman Islands registered trust, its Declaration of Trust; and (vi) with respect to any other Person that is not an individual, its similar governing and constituent documents.

“Participation Interest” shall have the meaning specified in Section 2.1.

“Participation Interest Closing” shall mean September 30, 2013, if neither the LP Interest Closing nor the FP Designee Interest Closing shall have occurred on or prior to such date.

“Person” shall mean any individual, Entity or Governmental Authority.

“Portfolio Property Agreement” shall mean any Organizational Documents of the Funds, all amendments thereto, any and all side letters to which Seller is a party with respect to the Purchased Interests and any Subscription Agreement of Seller relating to the Purchased Interests.

“Proceeding” shall mean any action, suit, litigation, arbitration, prosecution, investigation, hearing or inquest before or by any Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction.

"Proof of Claim" shall mean the Proof of Claim Form required to be submitted on or before the Proof of Claim Date to the Receiver, by all investors of record in the Funds as of January 1, 2009.

"Proof of Claim Date" shall mean October 12, 2012 or such other date as shall be determined by the Receiver as the deadline for submitting Proofs of Claim to the Receiver.

"Purchase Price" shall mean the amount determined in accordance with Section 2.2.

"Purchased Interests" shall have the meaning specified in the Recitals.

"Purchaser" shall have the meaning specified in the first paragraph of this Agreement.

"Purchaser Indemnitees" shall have the meaning specified in Section 7.1.

"Receiver" shall mean Daniel S. Newman (or his successor(s)), receiver for each of the FP Funds.

"Release Amount" shall mean 90% of the NIC Purchase Price.

"Representatives" of a party shall mean officers, directors, employees, attorneys, accountants, advisors and agents, of such party.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Seller" shall have the meaning specified in the first paragraph of this Agreement.

"Seller Indemnitees" shall have the meaning specified in Section 7.2.

"Settlement Agreement" shall mean the settlement agreement described in the Amended Opinion and Order dated August 28, 2012 of the Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC.

"SV Fund" shall mean Founding Partners Stable-Value Fund, L.P.

"Transaction" or **"Transactions"** shall mean, collectively, the purchase and sale contemplated hereby and the related transactions contemplated by the Transaction Documents.

"Transaction Documents" shall mean this Agreement, the Transfer Form and all other agreements, certificates, instruments, documents and writings executed and delivered by Purchaser and Seller, or the Funds, in connection with the Transaction.

"Transfer Date" shall mean, with respect to the Purchased Interests or the FP Designee Interests, as the case may be, the date of the latest to occur of Purchaser's receipt of a copy of written evidence from the issuer of the securities in question confirming that the Transfer of such Purchased Interests or FP Designee Interests has occurred.

"Transfer Form" shall mean an assignment and assumption agreement, notice of transfer or other form of instrument as may be reasonably acceptable to Purchaser and Seller and, if

applicable, required by the Receiver, the Court, the Funds and/or FP Designee, in order to record the transfer of the Purchased Interests and/or the FP Designee Interests from Seller to Purchaser on the books and records of the Funds and/or FP Designee.

“True-Up Amount” shall mean the Purchase Price (determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii)) minus the NIC Purchase Price or, if no Purchase Price can be determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii) on or prior to June 15, 2014, 10% of the NIC Purchase Price.

Other capitalized terms used in this Agreement shall have the meanings ascribed to them in the Sections where such terms are initially used.

ARTICLE II THE TRANSACTION

2.1 Purchase and Sale of the Purchased Interests. Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase from Seller on the Closing Date, legal and beneficial right, title and interest to the Purchased Interests (or, if applicable, the FP Designee Interests) free and clear of all Encumbrances. Seller hereby grants to Purchaser the right to participate in 100% of the proceeds of the Purchased Interests (the *“Participation Interest”*), and Purchaser hereby assumes 100% of the risks of the Purchased Interests, in each case from and after the Economic Effective Date, except for those obligations excluded from the Purchased Interests in accordance with Section 2.4(b). Seller shall pay or transfer over all Distributions received from and after the Economic Effective Date (or reduce the Purchase Price) in respect of the Purchased Interests to Purchaser as set forth in this Agreement, subject to Section 2.5. Seller shall cooperate with Purchaser and shall use its commercially reasonable efforts to obtain the consent of the applicable issuer of the Purchased Interests or the FP Designee Interests, as applicable, and take such other actions necessary for Purchaser to be the legal and beneficial owner of the Purchased Interests or the FP Designee Interests, as applicable, as soon as possible.

2.2 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of the Purchased Interests, the FP Designee Interests distributed in respect of the Purchased Interests or the Participation Interests, as the case may be, by Seller to Purchaser on the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller an amount (reduced dollar-for-dollar by the amount of any Distributions actually received by Seller in respect of the Purchased Interests after the date hereof and prior to the Closing Date and not delivered to Purchaser in accordance with the terms of this Agreement) (the *“Purchase Price”*) that shall be determined as follows:

- (a) If the Closing Date occurs on the LP Interest Closing, then,
 - (i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the

Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be determined by multiplying \$1,050,000 by the Estimated NIC Percentage (the "*NIC Purchase Price*"), subject to Section 2.2(e).

(b) If the Closing Date occurs on the FP Designee Interest Closing, then the Purchase Price shall be \$1,050,000 for each percentage point of interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns or transferred to Purchaser or its assigns by Seller in respect of the Purchased Interests, the FP Designee Interests or Participation Interests on or after the date hereof.

(c) If the Closing Date occurs on the Participation Interest Closing, then,

(i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court prior to date of the Participation Interest Closing; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest

is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be the NIC Purchase Price, subject to Section 2.2(e).

(d) For purposes of Sections 2.2(a)(ii) and 2.2(c)(ii) above, the calculation of a percentage point of interest, whether referring to SV Fund, another Fund or otherwise, shall be determined after taking into account all proofs of claim filed in connection with the Settlement Agreement. For clarification, the percentage point of interest will only include those investors participating in distributions pursuant to the Settlement Agreement and will be measured on a post-Settlement basis.

(e) Purchaser shall pay the Purchase Price to the Seller on the Closing Date unless the Purchase Price on such date is determined by reference to the Estimated NIC Percentage, in which case Purchaser shall pay the Release Amount to Seller on the Closing Date and the parties shall settle the True-Up Amount on the earliest to occur of (x) June 15, 2014 or (y) the determination of the Purchase Price under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii), as applicable. If the True-Up Amount is positive (meaning the Purchase Price exceeds the NIC Purchase Price), Purchaser shall pay such amount to Seller. If the True-Up Amount is negative (meaning the NIC Purchase Price exceeds the Purchase Price), the Seller shall pay such amount to Purchaser.

2.3 Closing Date; Delivery and Payment.

(a) The closing of the Transaction shall take place on the Closing Date, and:

(i) if the Closing Date is the date of the LP Interest Closing, Seller shall transfer the Purchased Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(ii) if the Closing Date is the date of the FP Designee Interest Closing, Seller shall transfer the FP Designee Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(iii) If the Closing Date is the date of the Participation Interest Closing, Purchaser shall pay the Purchase Price to Seller.

(iv) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to the following account(s) of Seller:

Wiring Instructions for Seller

Tollson Private Bank
5500 Preston Road, Suite B, Dallas, TX 75205
ABA: 111024645
Beneficiary: Palquine, Ltd.
Acct: 40001869

[PLEASE PROVIDE]

(b) On the Closing Date, Seller shall deliver to Purchaser the following:

(i) in the case of the LP Interest Closing or the FP Designee Interest Closing, the Transfer Form, if any, duly executed by Seller, for the Purchased Interests or FP Designee Interests, as applicable, together with evidence reasonably satisfactory to Purchaser that the Funds, FP Designee or the Receiver, as applicable, has recorded or will record the transfer, and together with such other forms, documents or instruments that may be required by the Receiver;

(ii) payment instructions to the Funds, FP Designee or the Receiver, as applicable, in a form reasonably acceptable to Purchaser, instructing the Funds, FP Designee and/or the Receiver to pay all future Distributions in respect of Seller to the account of the Purchaser; and

(iii) such other documents, instruments or agreements as may reasonably be requested by Purchaser to give effect to this Agreement.

(c) On the Closing Date, Purchaser shall:

(i) deliver or cause to be delivered to Seller payment of the Purchase Price to Seller as per the wire instructions in Section 2.3(a)(iv) above; and

(ii) in the case of the LP Interest Closing or the FP Designee Interest Closing, deliver or cause to be delivered to Seller the Transfer Form, if any, duly executed by the Purchaser for the Purchased Interests or FP Designee Interests, as applicable, together with such other forms, documents or instruments that may be required by the Receiver.

2.4 Assumed Obligations.

(a) Purchaser hereby assumes, accepts and agrees to pay, perform, discharge, and otherwise fulfill any and all obligations as registered holder of the Purchased Interests or FP Designee Interests required to be paid or performed after the Economic Effective Date in connection with the ownership of the Purchased Interests.

(b) Notwithstanding the terms of Section 2.4(a), Purchaser shall not, directly or indirectly, assume, and shall not in any way be or become responsible for, and Seller shall remain responsible for any Liability associated with the Purchased Interests which arise, accrue, or relate to the period that Seller was the legal or beneficial owner of the Purchased Interests prior to the Economic Effective Date or that arise as a result of any action or inaction by Seller in relation to the Purchased Interests prior to the Economic Effective Date, other than in compliance with this Agreement.

2.5 Voting; Further Assurances.

(a) From and after the date hereof, Seller and Purchaser will use their reasonable best efforts to take such actions as may be possible without violation or breach of the Portfolio Property Agreements to effectively grant Purchaser the economic benefits of ownership of the Purchased Interests as contemplated hereby. Notwithstanding the foregoing, until such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall retain all cash Distributions received by or on behalf of Seller from and after the date hereof in respect of the Purchased Interests, and such retained cash Distributions shall reduce on a dollar-for-dollar basis the amount of the Purchase Price payable by Purchaser on the Closing Date. At such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall pay over to Purchaser all subsequent cash Distributions and all non-cash Distributions received by or on behalf of Seller in respect of the Purchased Interests, which payments or transfers shall be made within five (5) Business Days following Seller's receipt of such Distributions; provided, that Purchaser shall be responsible for all custody, administrative, bank wire fees and any other costs and expenses incurred by Seller in connection with holding, transferring and/or releasing such Distributions to Purchaser. If the Portfolio Property Agreements prohibit Seller from paying or transferring the Distributions to Purchaser, Seller shall be deemed to hold such Distributions in trust for the benefit of Purchaser and shall cooperate with Purchaser and shall take such further actions to secure Purchaser's interest as Purchaser may reasonably request.

(b) Seller shall (at the risk and expense of Purchaser) cooperate with Purchaser and use its reasonable best efforts to obtain the consent of the Receiver, the Court, the Funds and/or FP Designee required to cause Purchaser to be the legal and beneficial owner of the Purchased Interests or FP Designee Interests as contemplated by this Agreement as soon as possible. If such consents are received, Seller and Purchaser shall deliver the documents referred to in Sections 2.3(b) and 2.3(c) and such other documents, instruments or agreements as may reasonably be requested by Seller or Purchaser to give effect to the assignment of the Purchased Interests or FP Designee Interests, as the case may be, as contemplated by this Agreement, and upon such assignment becoming effective, the Participation Interest will terminate.

(c) Seller shall notify Purchaser promptly in writing and provide all information received by Seller from the Funds, FP Designee, the Receiver or any representative thereof with respect to federal income taxes (including any Schedule K-1) or any matter, issue, or event that requires the holder of the Purchased Interests to vote, make any election, consent or take similar action with respect to the Purchased Interests or FP Designee Interests, including without limitation, approval of any plan of liquidation or administration for the Funds in receivership or other insolvency proceeding, and Seller shall exercise its voting, consent or other elective rights only as directed by Purchaser. From and after the date hereof, Purchaser and Seller shall execute such other certificates, instruments or documents required pursuant to the provisions of this Agreement, or otherwise reasonably necessary and reasonably practicable to transfer the Purchased Interests in accordance with the terms hereof, and to vest in Purchaser title to the Purchased Interests, free and clear of all Encumbrances. Seller shall take all actions and file all documents, claims or other forms as may be requested by Purchaser as may be reasonably necessary or reasonably desirable to preserve all rights of the Seller and Purchaser in respect of the Purchased Interests (including, without limitation, amending the Proof of Claim or the Investor Release after the Proof of Claim Date to cure any deficiencies identified by the

Purchaser or the Receiver that could adversely affect the Seller's or the Purchaser's rights to receive distributions).

2.6 Grant of Security Interest. Seller hereby grants to Purchaser a first priority security interest in and to all "proceeds" (as defined in the New York Uniform Commercial Code ("*NYUCC*") and as if the Purchased Interests were "collateral" (as defined in the NYUCC)) of the Purchased Interests to secure its obligations hereunder. Seller hereby appoints Purchaser as its agent and attorney-in-fact, with full right of substitution, for purposes of executing any and all instruments, documents, agreements or forms necessary or desirable to preserve the rights of the Purchaser and Seller in the Purchased Interests in any proceedings relating to the Funds, to give effect to the intent of this Agreement or otherwise to protect the rights and interest of the Purchaser in the Purchased Interests and the Participation Interest. Seller hereby authorizes Purchaser to file such financing statements or other instruments, notify such person as Purchaser deems desirable and take any other action to perfect and protect its security interest and other rights hereunder. Purchaser agrees to give prior written notice to Seller of any action Purchaser takes pursuant to this Section 2.6. This power of attorney is coupled with an interest.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller, severally, represents and warrants to Purchaser with respect to itself, as of the date hereof, as follows:

3.1 Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the transactions contemplated hereby.

3.2 Purchased Interests; Ownership of Purchased Interests.

(a) All right, title and interest in and to the Purchased Interests are legally and beneficially owned by Seller free and clear of all Encumbrances. Such Purchased Interests are accurately described on Schedule A attached to this Agreement. The Purchased Interests are not evidenced by any certificates.

(b) Seller will convey to Purchaser good and valid title to the Purchased Interests upon an LP Interest Closing or such Seller's FP Designee Interest upon an FP Designee Interest Closing, free and clear of any Encumbrances. The Participation Interest is enforceable in accordance with the terms of this Agreement.

(c) Except as contemplated by this Agreement, including the Settlement Agreement, Seller has not entered into any agreement or understanding or waived any right or failed to take any action with respect to any of the Purchased Interests, the FP Designee Interests or the Participation Interests that would result in the holder of such interests becoming entitled to receive less from the Funds than is provided in the Portfolio Property Agreements in respect of such Purchased Interests or having any Liability to the Funds or any other Person in respect of such Purchased Interests.

(d) The Proof of Claim has been filled out completely and accurately, properly executed by duly authorized representatives of the Seller and properly submitted to the Receiver with all required supporting documentation prior to the Proof of Claim Date. Seller is the Investor of Record of the Purchased Interests the Actual Beneficial Owner (each as defined in the Proof of Claim Form). Seller did not receive any commissions or other remuneration in connection with its investment in the Funds and, to such Seller's knowledge after reasonable inquiry, there is no basis for the Receiver to disallow Seller's Proof of Claim.

(e) The Investor Release has been executed by duly authorized representatives of the Seller and properly notarized and properly submitted to the Receiver prior to the Proof of Claim Date.

(f) Seller has provided to Purchaser true and correct copies of the Proof of Claim, Investor Release and all supporting materials submitted to the Receiver.

3.3 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Seller has been approved by all requisite action on the part of Seller.

(b) This Agreement has been duly and validly executed and delivered by Seller.

(c) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

3.4 No Conflicts; Required Consents. Except as contemplated by the Settlement Agreement or the limited liability company agreement of FP Designee, the execution, delivery and performance of this Agreement by Seller and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Seller or any contractual obligations of Seller or any law, order or judgment applicable to Seller; or

(b) require Seller to obtain any consent from a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

3.5 No Other Agreement. Except as contemplated by the Settlement Agreement, neither Seller nor any of its Representatives has entered into any binding Contract for the sale or other disposition of any of the Purchased Interests except as set forth in this Agreement.

3.6 No Litigation. Except as contemplated by the Settlement Agreement and the litigation related thereto, to Seller's knowledge, there is no threatened or pending litigation or

claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests or the Participation Interests that Purchaser proposes to acquire from Seller pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

3.7 Portfolio Property Agreements. Seller has provided Purchaser with accurate and complete copies of all of the Portfolio Property Agreements, all amendments thereto and all side letters in respect thereof and all communications to investors received from the Funds, including, without limitation copies of the Schedules K-1 for each of 2009, 2010 and 2011 received by the Seller with respect to each Purchased Interest. Other than the Portfolio Property Agreements, Seller has not entered into any agreement with respect to the Purchased Interests that will be binding on Purchaser or affect the Purchased Interests after the date hereof, except as contemplated by this Agreement, including the Settlement Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Purchaser, severally, represents and warrants to Seller with respect to itself, as of the date hereof, as follows:

4.1 Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the Transactions.

4.2 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Purchaser has been approved by all requisite action on the part of Purchaser.

(b) This Agreement has been duly and validly executed and delivered by Purchaser.

(c) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

4.3 No Conflicts; Required Consents. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Purchaser or any contractual obligations of Purchaser or any law, order or judgment applicable to Purchaser; or

(b) require Purchaser to obtain any consent or make or deliver any filing or notice to a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

4.4 Investment Representations; Excluded Information.

(a) Purchaser is acquiring the Purchased Interests, the FP Designee Interests or the Participation Interests, as the case may be, for its own account, for investment only and has no intention of selling or distributing any of such interests. Purchaser has no arrangement or understanding with any other person or entity regarding the sale or distribution of such interests.

(b) Purchaser understands that none of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be have been registered under the Securities Act or any state or other securities law and that they must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and any other applicable securities law or is exempt from registration. Purchaser is capable of assuming, and assumes, the risks of an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, including the risk of a complete loss of such investment. Specifically, Purchaser acknowledges and accepts that: (i) an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, is highly illiquid in nature, including as a result of the redemption terms applicable to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be; (ii) there may be no secondary market in the Purchased Interests, the FP Designee Interests or the Participation Interests and no such secondary market may develop; and (iii) Seller is under no obligation to, and will not, make any secondary market in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(c) Purchaser is an "accredited investor," as such term is defined in Rule 501 promulgated under the Securities Act. Purchaser is knowledgeable, sophisticated and experienced in making investment decisions like that involved in the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be (including, without limitation, experience in investing in alternative investments such as the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be) and, in connection therewith, has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser is a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended.

(d) Purchaser is not relying on Seller for investment, legal or tax advice, and has consulted with its own counsel and accountant, regarding the various legal, tax and economic considerations relating to the Transaction.

(e) Purchaser has adequate information concerning the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the Funds and any Proceedings relating thereto to make an informed decision regarding the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has had the opportunity to access all information that it deemed necessary or advisable in

connection therewith, including from the Receiver and through publicly available information, and it has independently and without reliance upon Seller or any of its Affiliates for information or advice made its own analysis and decision to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has independently concluded that the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, are a suitable investment for it based on all applicable factors, including (without limitation) its investment objectives. Purchaser acknowledges and agrees that Seller or its Affiliates may possess information regarding the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the issuers thereof or the assets thereof that has not been provided to Purchaser and that is not publicly available (the "*Excluded Information*"). Such information may be material to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and to Purchaser's decision to enter into this Agreement and to purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser acknowledges and agrees that it has determined to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, notwithstanding its lack of knowledge of Excluded Information, whether or not material. Purchaser acknowledges and agrees neither Seller nor any of its Affiliates shall have any liability to it with respect to the non-disclosure of the Excluded Information and waives and releases any claims that it might have against Seller or any of its Affiliates arising out of or relating to any matters contemplated by this clause (e), including (without limitation, the nondisclosure of Excluded Information).

(f) Purchaser acknowledges and agrees that none of Seller, any of its Affiliates or any other Person has made any representation or warranty, express or implied, written or oral, except for those representations and warranties expressly set forth in Article III, and in making the determination to proceed with the Transaction, Purchaser has relied solely on such representations and warranties; and no such representations or warranties constitute an assurance or guarantee as to the expected results of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(g) Purchaser acknowledges and agrees that Seller is not acting as a fiduciary for or adviser to Purchaser in respect of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, it being understood and agreed, for the avoidance of doubt, that information and explanations related to the terms and conditions of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, shall not be considered to be investment advice or a recommendation to invest in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

4.5 No Litigation. To Purchaser's knowledge, there is no threatened or pending litigation or claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, that Purchaser proposes to acquire pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

ARTICLE V
COVENANTS

5.1 **Covenants; Notification of Certain Matters.** Seller shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Seller, of: (a) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, would be likely to cause either: (i) any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the respective Transfer Date, (ii) any failure of Seller or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; (b) any redemption proceeds or other Distributions received by Seller after the date hereof and prior to the Transfer Date with respect to the Purchased Interests; (c) any written declaration of the Receiver or determination of the Court as to the matters referred to in clauses (i) and (ii) of the first sentence of Section 2.2(a) or of Section 2.2(c); and (d) the issuance of FP Designee Interests and the percentage ownership interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns (or, if the Transfer Date has not occurred at or prior to the time of such distribution, to Seller); provided, however, that the delivery of any notice pursuant to this Section 5.1 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice or the representations or warranties of the parties or the conditions to the obligations of the parties hereto.

5.2 **Confidentiality; Publicity.**

(a) From the date of this Agreement, Seller and Purchaser shall, and shall cause their Representatives to, keep confidential all confidential documents and information concerning any other party furnished to either of them or their Affiliates in connection with the Transactions, except as may be required by any Legal Requirement or to comply with a request of a Governmental Authority or the Receiver or as may be required to comply with this Agreement. In no event will a party provide a copy of this Agreement to the Receiver or any other party without the consent of Seller and Purchaser, and instead will provide the Transfer Form as evidence of this transaction.

(b) Neither Seller nor Purchaser shall issue or make any press release or public statement with respect to the Transactions without the prior written consent of the other parties, except as may be required by a Legal Requirement or as may be required to comply with Section 2.5; provided, that neither Seller or Purchaser shall be required to obtain prior written consent of the other parties to make any disclosures to its underlying investors regarding the Transactions.

5.3 **Notices.** Prior to the Transfer Date, Seller shall give prompt notice to Purchaser of the receipt by Seller of (a) any notice or other communication from or on behalf of the Funds, any partner or member of the Funds or the Receiver relating to the Funds or (b) any notice or other communication relating to any contemplated or pending Proceeding by any Governmental Authority involving or relating to the Funds or the Purchased Interests. With respect to any such notice or other communication, Seller shall inform Purchaser of the receipt thereof and, if in writing, shall promptly furnish Purchaser with a copy thereof (including any related materials).

5.4 **Post-Transfer Date Notices and Distributions.** From and after the Transfer Date, Seller shall promptly forward to Purchaser any redemption proceeds and distributions received by Seller that relate to the Purchased Interests.

ARTICLE VI
CONDITIONS TO THE CLOSING

6.1 **Conditions to Obligations of each Purchaser.** The obligations of each Purchaser to effect the sale of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be from Seller on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Purchaser:

(a) Representations and Warranties. Each of the representations and warranties of each Seller contained in this Agreement shall be true and correct as of the Closing Date (except that to the extent (i) such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date, or (ii) as the result of delivery of the Investor Release or otherwise as the result of performance by the Seller of its covenants and agreements hereunder).

(b) Covenants and Agreements. Each Seller shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Purchaser shall have received the Investor Release signed by each Seller and notarized, a copy of the Proof of Claim, all supporting documentation as submitted to the Receiver and all other documents required to be delivered to Purchaser by such Seller under Section 2.3(b).

6.2 **Conditions to Obligations of each Seller.** The obligations of each Seller to effect the sale of the Purchased Interests on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Seller:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser contained in Article IV shall be true and correct in all material respects as of the Closing Date (except that to the extent such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date).

(b) Covenants and Agreements. Purchaser shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Seller shall have received all documents required to be delivered to Seller by such Purchaser under Section 2.3(c).

ARTICLE VII
INDEMNIFICATION

7.1 **Seller.** Each Seller, severally, shall, indemnify, defend and hold harmless Purchaser, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the "*Purchaser Indemnitees*") from and against any and all demands, claims, actions or causes of action, judgments, assessments, losses, liabilities, damages or penalties and reasonable attorneys' fees and related disbursements (collectively, "*Losses*") incurred by any of Purchaser Indemnitees that are occasioned or caused by, arise out of, or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Seller contained herein; (b) any breach or non-fulfillment of any covenant or agreement made by such Seller contained herein; and (c) all obligations associated with the Purchased Interests of such Seller not expressly assumed by Purchaser under Section 2.4.

7.2 **Purchaser.** Each Purchaser, severally, shall indemnify, defend and hold harmless Seller, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the "*Seller Indemnitees*") from and against any and all Losses incurred by any of the Seller Indemnitees that are occasioned or caused by, arise out of or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Purchaser contained herein; (b) any breach or non-fulfillment of any covenant of such Purchaser contained herein; (c) any obligation associated with the Purchased Interests or FP Designee Interests, expressly assumed by such Purchaser under Section 2.4; and (d) any action or omission of Seller with respect to the Purchased Interests, the FP Designee Interests or the Participation Interests taken or not taken at, and in accordance with, the request or direction of such Purchaser.

7.3 **Separate Obligations.** The rights of Seller and Purchaser hereunder are independent of and in addition to such rights and remedies of an equitable nature as any of them may have for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any of Seller or Purchaser, including, without limitation, the right to seek either specific performance or rescission and restitution, none of which rights shall be affected or diminished hereby.

7.4 **Survival.** The representations and warranties of Seller and Purchaser contained in this Agreement shall survive the Closing Date. Any investigation or other examination that may be made at any time by or on behalf of a party to which representations and warranties are made shall not limit, diminish or in any way affect the specific representations and warranties in this Agreement, and the parties may rely on the specific representations and warranties in this Agreement, irrespective of any information obtained by them by any investigation, examination or otherwise.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Interpretation.

(a) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(b) The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(c) References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(d) References to any agreement, instrument, contract or other document are to that agreement, instrument, contract or other document as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

(e) If a party is required to give notice or take action on a day that is not a Business Day, then the deadline for such action or notice shall be extended to the next Business Day.

8.2 Amendments. This Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by all of the parties hereto.

8.3 Assignability. Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by any party without the express written consent of the other parties hereto and any such attempted assignment shall be void and unenforceable; provided, that Purchaser may assign all of its rights and obligations hereunder to any other Person for whom Credit Value Partners LP or an Affiliate thereof acts as general partner, managing member or investment adviser, provided that such assignee expressly assumes all obligations of Purchaser hereunder and has equal or greater creditworthiness as the assignor. The provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, permitted assigns, members, successors, personal representatives, estates and legatees of each of the parties hereto.

8.4 Transfer Taxes and Expenses. All fees and expenses incurred in connection with this Agreement (and the transactions contemplated hereunder), including all fees of counsel, accountants, shall be borne by the party incurring the same.

8.5 No Third Party Beneficiaries. No provision of this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto and their respective assigns, any rights or remedies under this Agreement.

8.6 Entire Agreement. This Agreement (including any Schedules hereto) constitutes the entire agreement the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, letters and understandings relating to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein and in the Transaction Documents. In the event of any inconsistency between this Agreement and the Transfer Form, the terms of this Agreement shall control.

8.7 Governing Law; Choice of Forum. This Agreement, and all disputes, controversies and issues arising between the parties relating to this Agreement and the subject matter of this Agreement, shall be governed, interpreted, construed and enforced in accordance with the internal laws of the State of New York. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, for the purpose of resolving any Proceeding arising out of or relating to the Transaction.

8.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE TRANSACTION.

8.9 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including facsimile or portable document format (PDF) transmissions thereof, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.10 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent by first class U.S. mail, or electronic transmission, or delivered by hand or by overnight or similar delivery service, fees prepaid, to the party to whom it is to be given. Such notices shall be deemed to have been duly given when delivered in accordance with this Section, addressed as follows:

(a) If to Purchaser, to:

CVP SPV LLC in respect of Series I
c/o Credit Value Partners, LP
Attention: General Counsel
777 Third Avenue, Suite 19A
New York, NY 10017
Telephone: (212) 493-4460

E-mail: hsullivan@cvp7.com
with a copy to: creditvaluenotices@cvp7.com

(b) If to Seller, to:

[PLEASE PROVIDE]

Mr. Henry J. Smith
Palquins, Ltd.
4311 Oak Lawn Avenue # 640
Dallas, TX 75219

8.11 **Waiver.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

8.12 **Several Obligation.** The obligations of AP and APII hereunder are several and not joint and the recourse of any other party in respect of a Seller's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to such Seller, severally, and no party shall have recourse to any other Seller hereunder.

8.13 **Limited Recourse.** Notwithstanding any other provision of this Agreement, Purchaser is a segregated series of a Delaware series limited liability company and the recourse of any other party in respect of Purchaser's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to the net assets of Series I of CVP SPV LLC, severally in respect of the amount purchased by such series, and no party shall have recourse to the assets of any other series of CVP SPV LLC.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

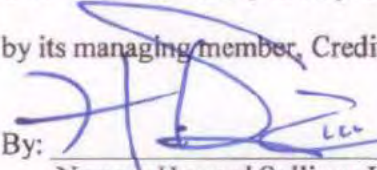
SELLER

[NAME] PALAQUINE, LTD.

By: 
Name: Henry J. Smith
Title: Managing Partner, Palquine, Ltd

PURCHASER

CVP SPV LLC solely in respect of its Series I
by its managing member, Credit Value Partners, LP

By: 
Name: Howard Sullivan III
Title: Chief Operating Officer

[Signature Page to Purchase and Sale Agreement]

Schedule A

PURCHASED INTERESTS

Fund Name	NIC	Estimated NIC Percentage	Fund NAV ¹ at January 31, 2009
Founding Partners Stable-Value Fund, L.P.	\$1,000,000.00	.25%	\$1,010,650.74

Purchaser	Allocation
CVP SPV LLC, Series I	100%

¹ The parties acknowledge and agree that (i) no representations or warranties are made as to the accuracy of the Fund NAV provided in this Schedule, which have been based solely upon information provided by the Fund, and (ii) due to the illiquidity of the Purchased Interests and other factors, there may be substantial profit potential in, or substantial additional writedowns to be recorded with respect to, the Purchased Interests which is not reflected in the net asset value of the Purchased Interests as of the NAV Calculation Date or the Closing Date, and that the Transactions contemplated by this Agreement may, therefore, be effected at substantially below (or above) the Purchased Interests' fair value.

Exhibit A-5

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made and entered into as of December 7, 2012, by and among: Ron Mann, IRA (“*Seller*”); and CVP SPV LLC in respect of its Series I as set forth on Schedule A hereto (“*Purchaser*”).

Recitals

WHEREAS, Seller is the legal and beneficial owner of interest(s) in the investment funds listed on Schedule A hereto (the funds, the “*Funds*”, and the interest(s) therein, the “*Purchased Interests*”).

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller’s right, title and interest in the Purchased Interests owned by Seller other than such rights and interest as are specifically reserved by Seller as set forth herein, all upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, if the consent of the Receiver (as defined below) to the transfer of the Purchased Interests is not obtained, Purchaser and Seller desire that Seller shall sell to Purchaser, and Purchaser shall purchase from Seller all of Seller’s right, title and interest in the FP Designee Interests (as defined below) that are distributed in respect to the Purchased Interests under the Settlement Agreement (as defined below).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the terms set forth below shall have the following meanings:

“*Affiliate*” of any Person shall mean any officer, director, equity holder or member of such Person or any entity that is managed or advised, directly or indirectly, by such Person. The term Affiliate shall also include any entity which controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Purchase and Sale Agreement (including all Schedules hereto), as it may be amended from time to time.

“*Bankruptcy*” shall mean, with respect to any Person, an adjudication that such Person is bankrupt or insolvent, such Person’s admission of its inability to pay its debts as they mature, such Person’s making a general assignment for the benefit of creditors, such Person’s filing a

petition in bankruptcy or a petition for relief under any section of any bankruptcy or insolvency law or any similar administration proceeding or Governmental Order by any Governmental Authority, or the filing against such Person of any such petition which is not discharged within 60 days thereafter.

“**Business Day**” shall mean any day other than (i) a Saturday or a Sunday or (ii) a day on which banks located in New York, New York or London, England are authorized or required by law to remain closed.

“**Closing Date**” shall mean the earliest to occur of (i) the LP Interest Closing, (ii) the FP Designee Interest Closing or (iii) the Participation Interest Closing, or in each case such other date as the parties may agree.

“**Contract**” shall mean any agreement, contract, consensual obligation, promise, understanding, arrangement, commitment or undertaking of any nature (whether written or oral and whether express or implied).

“**Court**” shall mean the United States District Court for the Middle District of Florida, Fort Myers Division.

“**Distributions**” shall mean any payment, proceeds or other monies from the Funds in respect of the Purchased Interests, including, without limitation, through redemptions or dividends, or any notes, securities or other property or proceeds or in-kind distributions under or in respect of such Purchased Interests. The term “Distributions” shall not include distributions of FP Designee Interests transferred to Purchaser hereunder.

“**Economic Effective Date**” shall mean the date hereof.

“**Encumbrance**” shall mean any lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction on (i) the voting of any security, (ii) the transfer of any security or other asset, (iii) the receipt of any income derived from any asset, (iv) the use of any asset and (v) title, or (vi) the possession, exercise or transfer of any other attribute of ownership of any asset; provided, that any such lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction in the Organizational Documents of the Funds, the limited liability company agreement of FP Designee or imposed by federal or state securities laws shall not be deemed an Encumbrance for purposes of this Agreement.

“**Entity**” shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company) or similar entity.

“**Estimated NIC Percentage**” shall mean the percentage point of interest set forth as Estimated NIC Percentage on Schedule A hereto.

“**FP Designee**” shall mean the entity proposed to be formed by the Receiver in connection with the Settlement Agreement, interests of which will be distributed to investors in

the Funds who join in the Settlement Agreement and whose interests are validated through the claims process as described in the Amended Opinion and Order dated August 28, 2012 of the United States District Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC or such other entity or entities formed the interests in which are distributed to FP Fund investors by the Receiver in lieu thereof.

“**FP Designee Interest Closing**” shall mean, if the LP Interest Closing shall not have occurred prior to such date, the date on which legal and beneficial ownership of the FP Designee Interests is transferred to the Purchaser by the Seller.

“**FP Designee Interests**” shall mean interests in FP Designee distributed in respect of the Purchased Interests under the Settlement Agreement.

“**FP Funds**” shall mean Founding Partners Stable-Value Fund, L.P., Founding Partners Stable-Value Fund II, L.P., Founding Partners Hybrid-Value Fund, L.P., and Founding Partners Global Fund, Ltd.

“**Funds**” has the meaning set forth in the Recitals.

“**Governmental Approval**” shall mean any: (a) permit, license, certificate, concession, approval, consent, ratification, permission, clearance, exemption, waiver, certification, registration, qualification, accreditation or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Authority.

“**Governmental Authority**” shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) regulatory, governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, and any court or other tribunal).

“**Governmental Order**” shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Investor Release**” shall mean the Release of Claims (by FP Fund investors) required to be delivered by investors in the FP Funds to the Receiver contemporaneously with the Proof of Claim in order to participate in any distributions in respect of the Settlement Agreement relating to certain litigation proceedings involving SCI, SCHI, Promise the Principals and Founding Partners (as such terms are defined in the Settlement Agreement) among others.

“**Legal Requirement**” shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, ordinance, code, Order, edict, decree, regulation or permit, that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority of competent jurisdiction.

“**Liability**” shall mean any commitment, obligation, duty or liability of any nature, including those arising under the Portfolio Property Agreements or the limited liability company agreement of FP Designee as a consequence of ownership of the Purchased Interests.

“**Losses**” shall have the meaning specified in Section 7.1.

“**LP Interest Closing**” shall mean the date on which legal and beneficial ownership of the Purchased Interests is transferred to the Purchaser by Seller and confirmed or consented to by the Receiver or the Funds or otherwise approved by the Court; provided, however, the LP Interest Closing shall not occur until November 30, 2013 if the Purchase Price will be determined pursuant to Section 2.2(a)(iii) due to the fact that the Purchase Price cannot be determined on or prior to such date pursuant to Section 2.2(a)(i) or Section 2.2(a)(ii).

“**NIC Purchase Price**” has the meaning specified in Section 2.2(a)(iii).

“**Order**” shall mean any: (a) temporary, preliminary or permanent order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, stipulation, subpoena, writ or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction; or (b) Contract with any Governmental Authority that is or has been entered into in connection with any Proceeding.

“**Organizational Documents**” shall mean: (i) with respect to a corporation, its certificate of incorporation and by-laws; (ii) with respect to a limited partnership, its certificate of limited partnership and partnership agreement; (iii) with respect to a limited liability company, its certificate of formation and limited liability company agreement; (iv) with respect to a Cayman Islands company, its memorandum and articles of association; (v) with respect to a Cayman Islands registered trust, its Declaration of Trust; and (vi) with respect to any other Person that is not an individual, its similar governing and constituent documents.

“**Participation Interest**” shall have the meaning specified in Section 2.1.

“**Participation Interest Closing**” shall mean ~~September~~ ^{November} 30, 2013, if neither the LP Interest Closing nor the FP Designee Interest Closing shall have occurred on or prior to such date.

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“**Person**” shall mean any individual, Entity or Governmental Authority.

“**Portfolio Property Agreement**” shall mean any Organizational Documents of the Funds, all amendments thereto, any and all side letters to which Seller is a party with respect to the Purchased Interests and any Subscription Agreement of Seller relating to the Purchased Interests.

“**Proceeding**” shall mean any action, suit, litigation, arbitration, prosecution, investigation, hearing or inquest before or by any Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction.

“**Proof of Claim**” shall mean the Proof of Claim Form required to be submitted on or before the Proof of Claim Date to the Receiver, by all investors of record in the Funds as of January 1, 2009.

“**Proof of Claim Date**” shall mean October 12, 2012 or such other date as shall be determined by the Receiver as the deadline for submitting Proofs of Claim to the Receiver.

“**Purchase Price**” shall mean the amount determined in accordance with Section 2.2.

“**Purchased Interests**” shall have the meaning specified in the Recitals.

“**Purchaser**” shall have the meaning specified in the first paragraph of this Agreement.

“**Purchaser Indemnitees**” shall have the meaning specified in Section 7.1.

“**Receiver**” shall mean Daniel S. Newman (or his successor(s)), receiver for each of the FP Funds.

“**Release Amount**” shall mean 90% of the NIC Purchase Price.

“**Representatives**” of a party shall mean officers, directors, employees, attorneys, accountants, advisors and agents, of such party.

“**Securities Act**” shall mean the Securities Act of 1933, as amended.

“**Seller**” shall have the meaning specified in the first paragraph of this Agreement.

“**Seller Indemnitees**” shall have the meaning specified in Section 7.2.

“**Settlement Agreement**” shall mean the settlement agreement described in the Amended Opinion and Order dated August 28, 2012 of the Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC.

“**SV Fund**” shall mean Founding Partners Stable-Value Fund, L.P.

“**Transaction**” or “**Transactions**” shall mean, collectively, the purchase and sale contemplated hereby and the related transactions contemplated by the Transaction Documents.

“**Transaction Documents**” shall mean this Agreement, the Transfer Form and all other agreements, certificates, instruments, documents and writings executed and delivered by Purchaser and Seller, or the Funds, in connection with the Transaction.

“**Transfer Date**” shall mean, with respect to the Purchased Interests or the FP Designee Interests, as the case may be, the date of the latest to occur of Purchaser’s receipt of a copy of written evidence from the issuer of the securities in question confirming that the Transfer of such Purchased Interests or FP Designee Interests has occurred.

“**Transfer Form**” shall mean an assignment and assumption agreement, notice of transfer or other form of instrument as may be reasonably acceptable to Purchaser and Seller and, if

applicable, required by the Receiver, the Court, the Funds and/or FP Designee, in order to record the transfer of the Purchased Interests and/or the FP Designee Interests from Seller to Purchaser on the books and records of the Funds and/or FP Designee.

“**True-Up Amount**” shall mean the Purchase Price (determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii)) minus the NIC Purchase Price or, if no Purchase Price can be determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii) on or prior to June 15, 2014, 10% of the NIC Purchase Price.

Other capitalized terms used in this Agreement shall have the meanings ascribed to them in the Sections where such terms are initially used.

ARTICLE II THE TRANSACTION

2.1 **Purchase and Sale of the Purchased Interests.** Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase from Seller on the Closing Date, legal and beneficial right, title and interest to the Purchased Interests (or, if applicable, the FP Designee Interests) free and clear of all Encumbrances. Seller hereby grants to Purchaser the right to participate in 100% of the proceeds of the Purchased Interests (the “**Participation Interest**”), and Purchaser hereby assumes 100% of the risks of the Purchased Interests, in each case from and after the Economic Effective Date, except for those obligations excluded from the Purchased Interests in accordance with Section 2.4(b). Seller shall pay or transfer over all Distributions received from and after the Economic Effective Date (or reduce the Purchase Price) in respect of the Purchased Interests to Purchaser as set forth in this Agreement, subject to Section 2.5. Seller shall cooperate with Purchaser and shall use its commercially reasonable efforts to obtain the consent of the applicable issuer of the Purchased Interests or the FP Designee Interests, as applicable, and take such other actions necessary for Purchaser to be the legal and beneficial owner of the Purchased Interests or the FP Designee Interests, as applicable, as soon as possible.

2.2 **Purchase Price.** In consideration of the sale, transfer, conveyance and assignment of the Purchased Interests, the FP Designee Interests distributed in respect of the Purchased Interests or the Participation Interests, as the case may be, by Seller to Purchaser on the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller an amount (reduced dollar-for-dollar by the amount of any Distributions actually received by Seller in respect of the Purchased Interests after the date hereof and prior to the Closing Date and not delivered to Purchaser in accordance with the terms of this Agreement) (the “**Purchase Price**”) that shall be determined as follows:

- (a) If the Closing Date occurs on the LP Interest Closing, then,
 - (i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the

Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be determined by multiplying \$1,050,000 by the Estimated NIC Percentage (the "**NIC Purchase Price**"), subject to Section 2.2(e).

(b) If the Closing Date occurs on the FP Designee Interest Closing, then the Purchase Price shall be \$1,050,000 for each percentage point of interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns or transferred to Purchaser or its assigns by Seller in respect of the Purchased Interests, the FP Designee Interests or Participation Interests on or after the date hereof.

(c) If the Closing Date occurs on the Participation Interest Closing, then,

(i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court prior to date of the Participation Interest Closing; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest

is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be the NIC Purchase Price, subject to Section 2.2(e).

(d) For purposes of Sections 2.2(a)(ii) and 2.2(c)(ii) above, the calculation of a percentage point of interest, whether referring to SV Fund, another Fund or otherwise, shall be determined after taking into account all proofs of claim filed in connection with the Settlement Agreement. For clarification, the percentage point of interest will only include those investors participating in distributions pursuant to the Settlement Agreement and will be measured on a post-Settlement basis.

(e) Purchaser shall pay the Purchase Price to the Seller on the Closing Date unless the Purchase Price on such date is determined by reference to the Estimated NIC Percentage, in which case Purchaser shall pay the Release Amount to Seller on the Closing Date and the parties shall settle the True-Up Amount on the earliest to occur of (x) June 15, 2014 or (y) the determination of the Purchase Price under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii), as applicable. If the True-Up Amount is positive (meaning the Purchase Price exceeds the NIC Purchase Price), Purchaser shall pay such amount to Seller. If the True-Up Amount is negative (meaning the NIC Purchase Price exceeds the Purchase Price), the Seller shall pay such amount to Purchaser.

2.3 Closing Date; Delivery and Payment.

(a) The closing of the Transaction shall take place on the Closing Date, and:

(i) if the Closing Date is the date of the LP Interest Closing, Seller shall transfer the Purchased Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(ii) if the Closing Date is the date of the FP Designee Interest Closing, Seller shall transfer the FP Designee Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(iii) If the Closing Date is the date of the Participation Interest Closing, Purchaser shall pay the Purchase Price to Seller.

(iv) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to the following account(s) of Seller:

Wiring Instructions for Seller

Wire to: Cole Taylor Bank
1542 W. 47th St., Chicago, IL 60609
ABA: 0710-00343
Credit Account: 0691-76019
Account name: Millennium Trust Company as custodian for IRA client and other custodian for IRA client and other custody accounts
For Further Credit: Ron Mann
Millennium account #90DK88016

(b) On the Closing Date, Seller shall deliver to Purchaser the following:

(i) in the case of the LP Interest Closing or the FP Designee Interest Closing, the Transfer Form, if any, duly executed by Seller, for the Purchased Interests or FP Designee Interests, as applicable, together with evidence reasonably satisfactory to Purchaser that the Funds, FP Designee or the Receiver, as applicable, has recorded or will record the transfer, and together with such other forms, documents or instruments that may be required by the Receiver;

(ii) payment instructions to the Funds, FP Designee or the Receiver, as applicable, in a form reasonably acceptable to Purchaser, instructing the Funds, FP Designee and/or the Receiver to pay all future Distributions in respect of Seller to the account of the Purchaser; and

(iii) such other documents, instruments or agreements as may reasonably be requested by Purchaser to give effect to this Agreement.

(c) On the Closing Date, Purchaser shall:

(i) deliver or cause to be delivered to Seller payment of the Purchase Price to Seller as per the wire instructions in Section 2.3(a)(iv) above; and

(ii) in the case of the LP Interest Closing or the FP Designee Interest Closing, deliver or cause to be delivered to Seller the Transfer Form, if any, duly executed by the Purchaser for the Purchased Interests or FP Designee Interests, as applicable, together with such other forms, documents or instruments that may be required by the Receiver.

2.4 Assumed Obligations.

(a) Purchaser hereby assumes, accepts and agrees to pay, perform, discharge, and otherwise fulfill any and all obligations as registered holder of the Purchased Interests or FP Designee Interests required to be paid or performed after the Economic Effective Date in connection with the ownership of the Purchased Interests.

(b) Notwithstanding the terms of Section 2.4(a), Purchaser shall not, directly or indirectly, assume, and shall not in any way be or become responsible for, and Seller shall remain responsible for any Liability associated with the Purchased Interests which arise, accrue, or relate to the period that Seller was the legal or beneficial owner of the Purchased Interests prior to the Economic Effective Date or that arise as a result of any action or inaction by Seller in relation to the Purchased Interests prior to the Economic Effective Date, other than in compliance with this Agreement.

2.5 Voting; Further Assurances.

(a) From and after the date hereof, Seller and Purchaser will use their reasonable best efforts to take such actions as may be possible without violation or breach of the Portfolio Property Agreements to effectively grant Purchaser the economic benefits of ownership of the Purchased Interests as contemplated hereby. Notwithstanding the foregoing, until such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall retain all cash Distributions received by or on behalf of Seller from and after the date hereof in respect of the Purchased Interests, and such retained cash Distributions shall reduce on a dollar-for-dollar basis the amount of the Purchase Price payable by Purchaser on the Closing Date. At such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall pay over to Purchaser all subsequent cash Distributions and all non-cash Distributions received by or on behalf of Seller in respect of the Purchased Interests, which payments or transfers shall be made within five (5) Business Days following Seller's receipt of such Distributions; provided, that Purchaser shall be responsible for all custody, administrative, bank wire fees and any other costs and expenses incurred by Seller in connection with holding, transferring and/or releasing such Distributions to Purchaser. If the Portfolio Property Agreements prohibit Seller from paying or transferring the Distributions to Purchaser, Seller shall be deemed to hold such Distributions in trust for the benefit of Purchaser and shall cooperate with Purchaser and shall take such further actions to secure Purchaser's interest as Purchaser may reasonably request.

(b) Seller shall (at the risk and expense of Purchaser) cooperate with Purchaser and use its reasonable best efforts to obtain the consent of the Receiver, the Court, the Funds and/or FP Designee required to cause Purchaser to be the legal and beneficial owner of the Purchased Interests or FP Designee Interests as contemplated by this Agreement as soon as possible. If such consents are received, Seller and Purchaser shall deliver the documents referred to in Sections 2.3(b) and 2.3(c) and such other documents, instruments or agreements as may reasonably be requested by Seller or Purchaser to give effect to the assignment of the Purchased Interests or FP Designee Interests, as the case may be, as contemplated by this Agreement, and upon such assignment becoming effective, the Participation Interest will terminate.

(c) Seller shall notify Purchaser promptly in writing and provide all information received by Seller from the Funds, FP Designee, the Receiver or any representative thereof with respect to federal income taxes (including any Schedule K-1) or any matter, issue, or event that requires the holder of the Purchased Interests to vote, make any election, consent or take similar action with respect to the Purchased Interests or FP Designee Interests, including without limitation, approval of any plan of liquidation or administration for the Funds in receivership or other insolvency proceeding, and Seller shall exercise its voting, consent or other elective rights only as directed by Purchaser. From and after the date hereof, Purchaser and Seller shall execute such other certificates, instruments or documents required pursuant to the provisions of this Agreement, or otherwise reasonably necessary and reasonably practicable to transfer the Purchased Interests in accordance with the terms hereof, and to vest in Purchaser title to the Purchased Interests, free and clear of all Encumbrances. Seller shall take all actions and file all documents, claims or other forms as may be requested by Purchaser as may be reasonably necessary or reasonably desirable to preserve all rights of the Seller and Purchaser in respect of the Purchased Interests (including, without limitation, amending the Proof of Claim or the Investor Release after the Proof of Claim Date to cure any deficiencies identified by the

Purchaser or the Receiver that could adversely affect the Seller's or the Purchaser's rights to receive distributions).

2.6 Grant of Security Interest. Seller hereby grants to Purchaser a first priority security interest in and to all "proceeds" (as defined in the New York Uniform Commercial Code ("*NYUCC*") and as if the Purchased Interests were "collateral" (as defined in the NYUCC)) of the Purchased Interests to secure its obligations hereunder. Seller hereby appoints Purchaser as its agent and attorney-in-fact, with full right of substitution, for purposes of executing any and all instruments, documents, agreements or forms necessary or desirable to preserve the rights of the Purchaser and Seller in the Purchased Interests in any proceedings relating to the Funds, to give effect to the intent of this Agreement or otherwise to protect the rights and interest of the Purchaser in the Purchased Interests and the Participation Interest. Seller hereby authorizes Purchaser to file such financing statements or other instruments, notify such person as Purchaser deems desirable and take any other action to perfect and protect its security interest and other rights hereunder. Purchaser agrees to give prior written notice to Seller of any action Purchaser takes pursuant to this Section 2.6. This power of attorney is coupled with an interest.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller, severally, represents and warrants to Purchaser with respect to itself, as of the date hereof, as follows:

3.1 Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the transactions contemplated hereby.

3.2 Purchased Interests; Ownership of Purchased Interests.

(a) All right, title and interest in and to the Purchased Interests are legally and beneficially owned by Seller free and clear of all Encumbrances. Such Purchased Interests are accurately described on Schedule A attached to this Agreement. The Purchased Interests are not evidenced by any certificates.

(b) Seller will convey to Purchaser good and valid title to the Purchased Interests upon an LP Interest Closing or such Seller's FP Designee Interest upon an FP Designee Interest Closing, free and clear of any Encumbrances. The Participation Interest is enforceable in accordance with the terms of this Agreement.

(c) Except as contemplated by this Agreement, including the Settlement Agreement, Seller has not entered into any agreement or understanding or waived any right or failed to take any action with respect to any of the Purchased Interests, the FP Designee Interests or the Participation Interests that would result in the holder of such interests becoming entitled to receive less from the Funds than is provided in the Portfolio Property Agreements in respect of such Purchased Interests or having any Liability to the Funds or any other Person in respect of such Purchased Interests.

(d) The Proof of Claim has been filled out completely and accurately, properly executed by duly authorized representatives of the Seller and properly submitted to the Receiver with all required supporting documentation prior to the Proof of Claim Date. Seller is the Investor of Record of the Purchased Interests the Actual Beneficial Owner (each as defined in the Proof of Claim Form). Seller did not receive any commissions or other remuneration in connection with its investment in the Funds and, to such Seller's knowledge after reasonable inquiry, there is no basis for the Receiver to disallow Seller's Proof of Claim.

(e) The Investor Release has been executed by duly authorized representatives of the Seller and properly notarized and properly submitted to the Receiver prior to the Proof of Claim Date.

(f) Seller has provided to Purchaser true and correct copies of the Proof of Claim, Investor Release and all supporting materials submitted to the Receiver.

3.3 **Authority; Binding Nature of Agreements.**

(a) The execution, delivery and performance of this Agreement by Seller has been approved by all requisite action on the part of Seller.

(b) This Agreement has been duly and validly executed and delivered by Seller.

(c) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

3.4 **No Conflicts; Required Consents.** Except as contemplated by the Settlement Agreement or the limited liability company agreement of FP Designee, the execution, delivery and performance of this Agreement by Seller and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Seller or any contractual obligations of Seller or any law, order or judgment applicable to Seller; or

(b) require Seller to obtain any consent from a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

3.5 **No Other Agreement.** Except as contemplated by the Settlement Agreement, neither Seller nor any of its Representatives has entered into any binding Contract for the sale or other disposition of any of the Purchased Interests except as set forth in this Agreement.

3.6 **No Litigation.** Except as contemplated by the Settlement Agreement and the litigation related thereto, to Seller's knowledge, there is no threatened or pending litigation or

claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests or the Participation Interests that Purchaser proposes to acquire from Seller pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

3.7 Portfolio Property Agreements. Seller has provided Purchaser with accurate and complete copies of all of the Portfolio Property Agreements, all amendments thereto and all side letters in respect thereof and all communications to investors received from the Funds, including, without limitation copies of the Schedules K-1 for each of 2009, 2010 and 2011 received by the Seller with respect to each Purchased Interest. Other than the Portfolio Property Agreements, Seller has not entered into any agreement with respect to the Purchased Interests that will be binding on Purchaser or affect the Purchased Interests after the date hereof, except as contemplated by this Agreement, including the Settlement Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Purchaser, severally, represents and warrants to Seller with respect to itself, as of the date hereof, as follows:

4.1 Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the Transactions.

4.2 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Purchaser has been approved by all requisite action on the part of Purchaser.

(b) This Agreement has been duly and validly executed and delivered by Purchaser.

(c) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

4.3 No Conflicts; Required Consents. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Purchaser or any contractual obligations of Purchaser or any law, order or judgment applicable to Purchaser; or

(b) require Purchaser to obtain any consent or make or deliver any filing or notice to a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

4.4 Investment Representations; Excluded Information.

(a) Purchaser is acquiring the Purchased Interests, the FP Designee Interests or the Participation Interests, as the case may be, for its own account, for investment only and has no intention of selling or distributing any of such interests. Purchaser has no arrangement or understanding with any other person or entity regarding the sale or distribution of such interests.

(b) Purchaser understands that none of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be have been registered under the Securities Act or any state or other securities law and that they must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and any other applicable securities law or is exempt from registration. Purchaser is capable of assuming, and assumes, the risks of an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, including the risk of a complete loss of such investment. Specifically, Purchaser acknowledges and accepts that: (i) an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, is highly illiquid in nature, including as a result of the redemption terms applicable to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be; (ii) there may be no secondary market in the Purchased Interests, the FP Designee Interests or the Participation Interests and no such secondary market may develop; and (iii) Seller is under no obligation to, and will not, make any secondary market in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(c) Purchaser is an “accredited investor,” as such term is defined in Rule 501 promulgated under the Securities Act. Purchaser is knowledgeable, sophisticated and experienced in making investment decisions like that involved in the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be (including, without limitation, experience in investing in alternative investments such as the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be) and, in connection therewith, has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser is a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended.

(d) Purchaser is not relying on Seller for investment, legal or tax advice, and has consulted with its own counsel and accountant, regarding the various legal, tax and economic considerations relating to the Transaction.

(e) Purchaser has adequate information concerning the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the Funds and any Proceedings relating thereto to make an informed decision regarding the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has had the opportunity to access all information that it deemed necessary or advisable in

connection therewith, including from the Receiver and through publicly available information, and it has independently and without reliance upon Seller or any of its Affiliates for information or advice made its own analysis and decision to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has independently concluded that the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, are a suitable investment for it based on all applicable factors, including (without limitation) its investment objectives. Purchaser acknowledges and agrees that Seller or its Affiliates may possess information regarding the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the issuers thereof or the assets thereof that has not been provided to Purchaser and that is not publicly available (the “*Excluded Information*”). Such information may be material to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and to Purchaser’s decision to enter into this Agreement and to purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser acknowledges and agrees that it has determined to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, notwithstanding its lack of knowledge of Excluded Information, whether or not material. Purchaser acknowledges and agrees neither Seller nor any of its Affiliates shall have any liability to it with respect to the non-disclosure of the Excluded Information and waives and releases any claims that it might have against Seller or any of its Affiliates arising out of or relating to any matters contemplated by this clause (e), including (without limitation, the nondisclosure of Excluded Information).

(f) Purchaser acknowledges and agrees that none of Seller, any of its Affiliates or any other Person has made any representation or warranty, express or implied, written or oral, except for those representations and warranties expressly set forth in Article III, and in making the determination to proceed with the Transaction, Purchaser has relied solely on such representations and warranties; and no such representations or warranties constitute an assurance or guarantee as to the expected results of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(g) Purchaser acknowledges and agrees that Seller is not acting as a fiduciary for or adviser to Purchaser in respect of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, it being understood and agreed, for the avoidance of doubt, that information and explanations related to the terms and conditions of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, shall not be considered to be investment advice or a recommendation to invest in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

4.5 No Litigation. To Purchaser’s knowledge, there is no threatened or pending litigation or claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser’s rights of ownership of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, that Purchaser proposes to acquire pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

ARTICLE V
COVENANTS

5.1 **Covenants; Notification of Certain Matters.** Seller shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Seller, of: (a) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, would be likely to cause either: (i) any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the respective Transfer Date, (ii) any failure of Seller or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; (b) any redemption proceeds or other Distributions received by Seller after the date hereof and prior to the Transfer Date with respect to the Purchased Interests; (c) any written declaration of the Receiver or determination of the Court as to the matters referred to in clauses (i) and (ii) of the first sentence of Section 2.2(a) or of Section 2.2(c); and (d) the issuance of FP Designee Interests and the percentage ownership interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns (or, if the Transfer Date has not occurred at or prior to the time of such distribution, to Seller); provided, however, that the delivery of any notice pursuant to this Section 5.1 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice or the representations or warranties of the parties or the conditions to the obligations of the parties hereto.

5.2 **Confidentiality; Publicity.**

(a) From the date of this Agreement, Seller and Purchaser shall, and shall cause their Representatives to, keep confidential all confidential documents and information concerning any other party furnished to either of them or their Affiliates in connection with the Transactions, except as may be required by any Legal Requirement or to comply with a request of a Governmental Authority or the Receiver or as may be required to comply with this Agreement. In no event will a party provide a copy of this Agreement to the Receiver or any other party without the consent of Seller and Purchaser, and instead will provide the Transfer Form as evidence of this transaction.

(b) Neither Seller nor Purchaser shall issue or make any press release or public statement with respect to the Transactions without the prior written consent of the other parties, except as may be required by a Legal Requirement or as may be required to comply with Section 2.5; provided, that neither Seller or Purchaser shall be required to obtain prior written consent of the other parties to make any disclosures to its underlying investors regarding the Transactions.

5.3 **Notices.** Prior to the Transfer Date, Seller shall give prompt notice to Purchaser of the receipt by Seller of (a) any notice or other communication from or on behalf of the Funds, any partner or member of the Funds or the Receiver relating to the Funds or (b) any notice or other communication relating to any contemplated or pending Proceeding by any Governmental Authority involving or relating to the Funds or the Purchased Interests. With respect to any such notice or other communication, Seller shall inform Purchaser of the receipt thereof and, if in writing, shall promptly furnish Purchaser with a copy thereof (including any related materials).

5.4 **Post-Transfer Date Notices and Distributions.** From and after the Transfer Date, Seller shall promptly forward to Purchaser any redemption proceeds and distributions received by Seller that relate to the Purchased Interests.

ARTICLE VI
CONDITIONS TO THE CLOSING

6.1 **Conditions to Obligations of each Purchaser.** The obligations of each Purchaser to effect the sale of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be from Seller on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Purchaser:

(a) Representations and Warranties. Each of the representations and warranties of each Seller contained in this Agreement shall be true and correct as of the Closing Date (except that to the extent (i) such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date, or (ii) as the result of delivery of the Investor Release or otherwise as the result of performance by the Seller of its covenants and agreements hereunder).

(b) Covenants and Agreements. Each Seller shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Purchaser shall have received the Investor Release signed by each Seller and notarized, a copy of the Proof of Claim, all supporting documentation as submitted to the Receiver and all other documents required to be delivered to Purchaser by such Seller under Section 2.3(b).

6.2 **Conditions to Obligations of each Seller.** The obligations of each Seller to effect the sale of the Purchased Interests on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Seller:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser contained in Article IV shall be true and correct in all material respects as of the Closing Date (except that to the extent such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date).

(b) Covenants and Agreements. Purchaser shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Seller shall have received all documents required to be delivered to Seller by such Purchaser under Section 2.3(c).

ARTICLE VII
INDEMNIFICATION

7.1 **Seller.** Each Seller, severally, shall, indemnify, defend and hold harmless Purchaser, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the “*Purchaser Indemnitees*”) from and against any and all demands, claims, actions or causes of action, judgments, assessments, losses, liabilities, damages or penalties and reasonable attorneys’ fees and related disbursements (collectively, “*Losses*”) incurred by any of Purchaser Indemnitees that are occasioned or caused by, arise out of, or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Seller contained herein; (b) any breach or non-fulfillment of any covenant or agreement made by such Seller contained herein; and (c) all obligations associated with the Purchased Interests of such Seller not expressly assumed by Purchaser under Section 2.4.

7.2 **Purchaser.** Each Purchaser, severally, shall indemnify, defend and hold harmless Seller, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the “*Seller Indemnitees*”) from and against any and all Losses incurred by any of the Seller Indemnitees that are occasioned or caused by, arise out of or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Purchaser contained herein; (b) any breach or non-fulfillment of any covenant of such Purchaser contained herein; (c) any obligation associated with the Purchased Interests or FP Designee Interests, expressly assumed by such Purchaser under Section 2.4; and (d) any action or omission of Seller with respect to the Purchased Interests, the FP Designee Interests or the Participation Interests taken or not taken at, and in accordance with, the request or direction of such Purchaser.

7.3 **Separate Obligations.** The rights of Seller and Purchaser hereunder are independent of and in addition to such rights and remedies of an equitable nature as any of them may have for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any of Seller or Purchaser, including, without limitation, the right to seek either specific performance or rescission and restitution, none of which rights shall be affected or diminished hereby.

7.4 **Survival.** The representations and warranties of Seller and Purchaser contained in this Agreement shall survive the Closing Date. Any investigation or other examination that may be made at any time by or on behalf of a party to which representations and warranties are made shall not limit, diminish or in any way affect the specific representations and warranties in this Agreement, and the parties may rely on the specific representations and warranties in this Agreement, irrespective of any information obtained by them by any investigation, examination or otherwise.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Interpretation.

(a) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(b) The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(c) References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(d) References to any agreement, instrument, contract or other document are to that agreement, instrument, contract or other document as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

(e) If a party is required to give notice or take action on a day that is not a Business Day, then the deadline for such action or notice shall be extended to the next Business Day.

8.2 Amendments. This Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by all of the parties hereto.

8.3 Assignability. Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by any party without the express written consent of the other parties hereto and any such attempted assignment shall be void and unenforceable; provided, that Purchaser may assign all of its rights and obligations hereunder to any other Person for whom Credit Value Partners LP or an Affiliate thereof acts as general partner, managing member or investment adviser, provided that such assignee expressly assumes all obligations of Purchaser hereunder and has equal or greater creditworthiness as the assignor. The provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, permitted assigns, members, successors, personal representatives, estates and legatees of each of the parties hereto.

8.4 Transfer Taxes and Expenses. All fees and expenses incurred in connection with this Agreement (and the transactions contemplated hereunder), including all fees of counsel, accountants, shall be borne by the party incurring the same.

8.5 No Third Party Beneficiaries. No provision of this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto and their respective assigns, any rights or remedies under this Agreement.

8.6 Entire Agreement. This Agreement (including any Schedules hereto) constitutes the entire agreement the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, letters and understandings relating to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein and in the Transaction Documents. In the event of any inconsistency between this Agreement and the Transfer Form, the terms of this Agreement shall control.

8.7 Governing Law; Choice of Forum. This Agreement, and all disputes, controversies and issues arising between the parties relating to this Agreement and the subject matter of this Agreement, shall be governed, interpreted, construed and enforced in accordance with the internal laws of the State of New York. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, for the purpose of resolving any Proceeding arising out of or relating to the Transaction.

8.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE TRANSACTION.

8.9 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including facsimile or portable document format (PDF) transmissions thereof, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.10 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent by first class U.S. mail, or electronic transmission, or delivered by hand or by overnight or similar delivery service, fees prepaid, to the party to whom it is to be given. Such notices shall be deemed to have been duly given when delivered in accordance with this Section, addressed as follows:

(a) If to Purchaser, to:

CVP SPV LLC in respect of Series I
c/o Credit Value Partners, LP
Attention: General Counsel
777 Third Avenue, Suite 19A
New York, NY 10017
Telephone: (212) 493-4460

E-mail: hsullivan@cvp7.com
with a copy to: creditvaluenotices@cvp7.com

(b) If to Seller, to:

Ron Mann (RA)
C/O Gary Mann
144 South Holly Street
Coppell, TX 75019
Telephone: (972) 672-8169
Email: gary.mann33@gmail.com

8.11 **Waiver.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

8.12 **Several Obligation.** The obligations of AP and APII hereunder are several and not joint and the recourse of any other party in respect of a Seller's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to such Seller, severally, and no party shall have recourse to any other Seller hereunder.

8.13 **Limited Recourse.** Notwithstanding any other provision of this Agreement, Purchaser is a segregated series of a Delaware series limited liability company and the recourse of any other party in respect of Purchaser's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to the net assets of Series I of CVP SPV LLC, severally in respect of the amount purchased by such series, and no party shall have recourse to the assets of any other series of CVP SPV LLC.


[Signature Page Follows]

Handwritten signature: KES
Handwritten signature: G MANN

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.


SELLER

Ron Mann, IRA

By: 
Name: Gary Mann
Title: Power of Attorney

PURCHASER

CVP SPV LLC solely in respect of its Series I
by its managing member, Credit Value Partners, LP

By: 
Name: Howard Sullivan III
Title: Chief Operating Officer

[Signature Page to Purchase and Sale Agreement]

Schedule A

PURCHASED INTERESTS

Fund Name	NIC	Estimated NIC Percentage	Fund NAV¹ at January 31, 2009
Founding Partners Stable-Value Fund, L.P.	1,000,000.00	.25%	\$1,211,517.26

Purchaser	Allocation
CVP SPV LLC, Series I	

¹ The parties acknowledge and agree that (i) no representations or warranties are made as to the accuracy of the Fund NAV provided in this Schedule, which have been based solely upon information provided by the Fund, and (ii) due to the illiquidity of the Purchased Interests and other factors, there may be substantial profit potential in, or substantial additional writedowns to be recorded with respect to, the Purchased Interests which is not reflected in the net asset value of the Purchased Interests as of the NAV Calculation Date or the Closing Date, and that the Transactions contemplated by this Agreement may, therefore, be effected at substantially below (or above) the Purchased Interests' fair value.

AMENDMENT TO PURCHASE AND SALE AGREEMENT

AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") dated as of January 23, 2014 by and among Ron Mann, IRA (the "IRA"), Ronald Lewis Mann, individually ("Mann"), and CVP SPV LLC in respect of its Series I as set forth on Schedule A to the Purchase and Sale Agreement defined below ("Purchaser").

WITNESSETH :

WHEREAS, the IRA and Purchaser are parties to the Purchase and Sale Agreement dated as of December 7, 2012 (the "Purchase and Sale Agreement") which provides for the contemplated sale by the IRA, and the purchase by the Purchaser, of the Purchased Interests or the FP Designee Interests (as each such term is defined in the Purchase and Sale Agreement) on the terms set forth in the Purchase and Sale Agreement;

WHEREAS, the IRA purported to assign its ownership interest in the Purchased Interests to Mann as of January 25, 2011 and uncertainties have arisen whether the IRA or Mann is the rightful owner of the Purchased Interests or the FP Designee Interests to be purchased by the Purchaser under the Purchase and Sale Agreement;

WHEREAS, to eliminate any uncertainties as to the ownership of such Purchased Interests or the FP Designee Interests, the IRA and Mann wish to jointly and severally sell to the Purchaser all of their respective right, title and interest in the Purchased Interests and/or the FP Designee Interests to be sold to the Purchaser pursuant to the Purchase and Sale Agreement; and

WHEREAS, the parties wish to make additional changes to the terms of the Purchase and Sale Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definitions. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings assigned to them in the Purchase and Sale Agreement.

2. Amendments to Purchase and Sale Agreement. The Purchase and Sale Agreement is hereby amended as follows:

(a) The term "Seller" as used in each and every instance in the Purchase and Sale Agreement shall mean the IRA and Mann, jointly and severally.

(b) The definition of the term "Participation Interest Closing" set forth in Article I of the Purchase and Sale Agreement shall be deleted in its entirety and replaced with the following:

"Participation Interest Closing" shall mean a date that is no later than five days after the date on which Purchaser receives from Seller the Amendment to Purchase and Sale Agreement dated as of January 23, 2014 duly signed by Seller and countersigned by Purchaser, if neither the LP Interest Closing nor the FP Designee Interest Closing shall have occurred on or prior to such date."

(c) The definition of the term "Release Amount" set forth in Article I of the Purchase and Sale Agreement shall be deleted in its entirety and replaced with the following:

"Release Amount" shall mean 50% of the NIC Purchase Price."

(d) The definition of the term “True-Up Amount” set forth in Article I of the Purchase and Sale Agreement shall be deleted in its entirety and replaced with the following:

“*True-Up Amount*” shall mean the Purchase Price (determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii)) minus the NIC Purchase Price or, if no Purchase Price can be determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii) on or prior to June 16, 2014, 50% of the NIC Purchase Price.”

(e) Section 2.2(e) of the Purchase and Sale Agreement shall be deleted in its entirety and replaced with the following:

“(e) Purchaser shall pay the Purchase Price to Seller no later than five days after the Closing Date unless the Purchase Price on such date is determined by reference to the Estimated NIC Percentage, in which case Purchaser shall pay the Release Amount to Seller no later than five days after the date on which Purchaser receives from Seller the Amendment to Purchase and Sale Agreement dated as of January __, 2014 duly signed by Seller and countersigned by Purchaser, and the parties shall settle the True-Up Amount on the earliest to occur of (x) June 16, 2014 or (y) the determination of the Purchase Price under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii), as applicable. If the True-Up Amount is positive (meaning the Purchase Price exceeds the NIC Purchase Price), Purchaser shall pay such amount to Seller. If the True-Up Amount is negative (meaning the NIC Purchase Price exceeds the Purchase Price), Seller shall pay such amount to Purchaser.”

(f) Section 2.3(iv) of the Purchase and Sale Agreement shall be deleted in its entirety and replaced with the following:

“(v) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to the following account of Seller:

Wiring Instructions for Seller

JP Morgan Chase

ABA 111000614

For the Account of: Ronald Mann

Account Number: 6700097977

(g) Section 2.3(c)(i) and (ii) of the Purchase and Sale Agreement shall be deleted in its entirety and replaced with the following:

“(c) On the Closing Date, Purchaser shall in the case of the LP Interest Closing or the FP Designee Interest Closing, deliver or cause to be delivered to Seller the Transfer Form, if any, duly executed by the Purchaser for the Purchased Interests or FP Designee Interests, as applicable, together with such other forms, documents or instruments that may be required by the Receiver. No later than five days following the Closing Date, Purchaser shall deliver or cause to be delivered to Seller payment of the Purchase Price to Seller as per the wire instructions in Section 2.3(a)(iv) above.”

(h) The first paragraph of Article III of the Purchase and Sale Agreement immediately prior to Section 3.1 shall be deleted in its entirety and replaced with the following:

“Each Seller, jointly and severally, represents and warrants to Purchaser with respect to Seller, as of the date hereof, as follows:”

(i) Section 7.1 of the Purchase and Sale Agreement shall be deleted in its entirety and replaced with the following:

“7.1 Seller. Each Seller, jointly and severally, shall, indemnify, defend and hold harmless Purchaser, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the “*Purchaser Indemnitees*”) from and against any and all demands, claims, actions or causes of action, judgments, assessments, losses, liabilities, damages or penalties and reasonable attorneys’ fees and related disbursements (collectively, “*Losses*”) incurred by any of Purchaser Indemnitees that are occasioned or caused by, arise out of, or result from: (a) any inaccuracy in or breach of any representations or warranties made by Seller contained herein; (b) any breach or non-fulfillment of any covenant or agreement made by Seller contained herein; (c) all obligations associated with the Purchased Interests of Seller not expressly assumed by Purchaser under Section 2.4; (d) any assertion or claim by the trustee, custodian or other person acting for or on behalf of the IRA that the purchase price paid to the account set forth in Section 2.3(iv) of this Agreement, as amended, did not constitute full and proper payment of the Purchase Price owed to Seller under this Agreement; and (e) any claim that Mann wrongfully evaded, or sought to evade, taxes on a distribution from the IRA pursuant to the payments arrangements under this Agreement.”

(j) Schedule A to the Purchase and Sale Agreement shall be amended by deleting the words “Founding Partners Stable-Value Fund, L.P.” on such Schedule and substituting the words “Founding Partners Stable Value Fund II, L.P.” in lieu thereof.

3. Effectiveness of Purchase and Sale Agreement. The Purchase and Sale Agreement as amended by this Amendment is in all respects ratified and confirmed and shall remain in full force and effect.

4. General.

(a) This Amendment, and all disputes, controversies and issues arising between the parties relating to this Amendment, and the subject matter of this Amendment, shall be governed, interpreted, construed and enforced in accordance with the internal laws of the State of New York. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, for the purpose of resolving any Proceeding arising out of or relating to the Transaction.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(c) This Amendment cannot be amended orally, or by any course of conduct or dealing, but only by a written agreement signed by the party to be charged therewith.

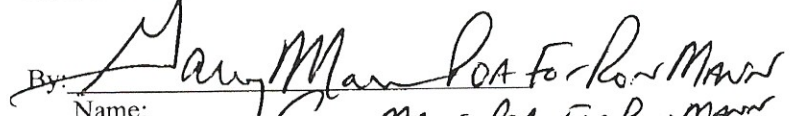
(d) The waiver by any party of a breach or violation of any provision of this Amendment shall not operate as or be construed to be a waiver of any subsequent breach.

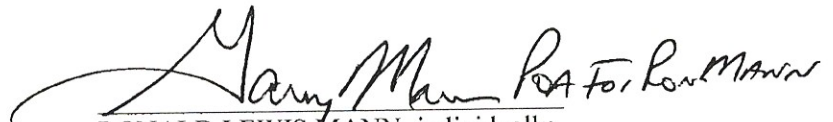
(e) This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been executed for and on behalf of the undersigned as of the day and year first written above.

RON MANN, IRA

By: 
Name: GARY MANN POA FOR RON MANN
Title:


RONALD LEWIS MANN, individually

CVP SPV LLC in respect of its Series I
By its ~~managing~~ member, Credit Value Partners, LP


By: 
Name: HOWARD E. SULLIVAN
Title: CHIEF OPERATING OFFICER

Exhibit A-6

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made and entered into as of November 15, 2012, by and among: SP50 Investments, Ltd ("**Seller**"); and CVP SPV LLC in respect of its Series I as set forth on Schedule A hereto ("**Purchaser**").

Recitals

WHEREAS, Seller is the legal and beneficial owner of interest(s) in the investment funds listed on Schedule A hereto (the funds, the "**Funds**", and the interest(s) therein, the "**Purchased Interests**").

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller's right, title and interest in the Purchased Interests owned by Seller other than such rights and interest as are specifically reserved by Seller as set forth herein, all upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, if the consent of the Receiver (as defined below) to the transfer of the Purchased Interests is not obtained, Purchaser and Seller desire that Seller shall sell to Purchaser, and Purchaser shall purchase from Seller all of Seller's right, title and interest in the FP Designee Interests (as defined below) that are distributed in respect to the Purchased Interests under the Settlement Agreement (as defined below).

NOW, T HEREFOR E, in c onsideration of t he f oregoing r ecitals an d t he m utual representations, w arranties, co venants an d p romises co ntained h erein, t he ad equacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

For purposes of t his A greement, t he t erms s et f orth b e low s hall h ave t he f ollowing meanings:

"**Affiliate**" o f any P erson s hall m ean any o fficer, d irector, equity h older or m ember o f such P erson or any entity t hat is m anaged or advised, directly or indirectly, by such P erson. T he term A ffiliate s hall also include any entity w hich controls, is controlled by, or is under common control w ith, such P erson. T he term "control" (including the terms "controlled by" and "under common c ontrol w ith") m eans t he pos session, directly or i ndirectly, of the power to direct or cause the direction of the management and policies of a P erson, w hether through the ownership of voting securities, by contract, or otherwise.

"**Agreement**" s hall m ean t his P urchase and S ale A greement (including a ll S chedules hereto), as it may be amended from time to time.

"**Bankruptcy**" s hall m ean, w ith respect to any P erson, an adjudication t hat such P erson is bankrupt or insolvent, such P erson's admission of i ts inability to pay its debts as t hey mature, such P erson's m aking a general assignment for t he benefit of c reditors, s uch P erson's filing a

petition in bankruptcy or a petition for relief under any section of any bankruptcy or insolvency law or any similar administration proceeding or Governmental Order by any Governmental Authority, or the filing against such Person of any such petition which is not discharged within 60 days thereafter.

“Business Day” shall mean any day other than (i) a Saturday or a Sunday or (ii) a day on which banks located in New York, New York or London, England are authorized or required by law to remain closed.

“Closing Date” shall mean the earliest to occur of (i) the LP Interest Closing, (ii) the FP Designee Interest Closing or (iii) the Participation Interest Closing, or in each case such other date as the parties may agree.

“Contract” shall mean any agreement, contract, consensual obligation, promise, understanding, arrangement, commitment or undertaking of any nature (whether written or oral and whether express or implied).

“Court” shall mean the United States District Court for the Middle District of Florida, Fort Myers Division.

“Distributions” shall mean any payment, proceeds or other monies from the Funds in respect of the Purchased Interests, including, without limitation, through redemptions or dividends, or any notes, securities or other property or proceeds or in-kind distributions under or in respect of such Purchased Interests. The term “Distributions” shall not include distributions of FP Designee Interests transferred to Purchaser hereunder.

“Economic Effective Date” shall mean the date hereof.

“Encumbrance” shall mean any lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction on (i) the voting of any security, (ii) the transfer of any security or other asset, (iii) the receipt of any income derived from any asset, (iv) the use of any asset and (v) title, or (vi) the possession, exercise or transfer of any other attribute of ownership of any asset; provided, that any such lien, pledge, mortgage, security interest, right of possession, restrictive covenant, charge, claim, encumbrance, right of first refusal or offer, or any other restriction in the Organizational Documents of the Funds, the limited liability company agreement of FP Designee or imposed by federal or state securities laws shall not be deemed an Encumbrance for purposes of this Agreement.

“Entity” shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company) or similar entity.

“Estimated NIC Percentage” shall mean the percentage point of interest set forth as Estimated NIC Percentage on Schedule A hereto.

“FP Designee” shall mean the entity proposed to be formed by the Receiver in connection with the Settlement Agreement, interests of which will be distributed to investors in

the Funds who join in the Settlement Agreement and whose interests are validated through the claims process as described in the Amended Opinion and Order dated August 28, 2012 of the United States District Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC or such other entity or entities formed the interests in which are distributed to FP Fund investors by the Receiver in lieu thereof.

“FP Designee Interest Closing” shall mean, if the LP Interest Closing shall not have occurred prior to such date, the date on which legal and beneficial ownership of the FP Designee Interests is transferred to the Purchaser by the Seller.

“FP Designee Interests” shall mean interests in FP Designee distributed in respect of the Purchased Interests under the Settlement Agreement.

“FP Funds” shall mean Founding Partners Stable-Value Fund, L.P., Founding Partners Stable-Value Fund II, L.P., Founding Partners Hybrid-Value Fund, L.P., and Founding Partners Global Fund, Ltd.

“Funds” has the meaning set forth in the Recitals.

“Governmental Approval” shall mean any: (a) permit, license, certificate, concession, approval, consent, ratification, permission, clearance, exemption, waiver, certification, registration, qualification, accreditation or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement; or (b) right under any Contract with any Governmental Authority.

“Governmental Authority” shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) regulatory, governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, and any court or other tribunal).

“Governmental Order” shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Investor Release” shall mean the Release of Claims (by FP Fund investors) required to be delivered by investors in the FP Funds to the Receiver contemporaneously with the Proof of Claim in order to participate in any distributions in respect of the Settlement Agreement relating to certain litigation proceedings involving SCI, SCHI, Promise the Principals and Founding Partners (as such terms are defined in the Settlement Agreement) among others.

“Legal Requirement” shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, ordinance, code, Order, edict, decree, regulation or permit, that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority of competent jurisdiction.

“Liability” shall mean any commitment, obligation, duty or liability of any nature, including those arising under the Portfolio Property Agreements or the limited liability company agreement of FP Designee as a consequence of ownership of the Purchased Interests.

“Losses” shall have the meaning specified in Section 7.1.

“LP Interest Closing” shall mean the date on which legal and beneficial ownership of the Purchased Interests is transferred to the Purchaser by Seller and confirmed or consented to by the Receiver or the Funds or otherwise approved by the Court; provided, however, the LP Interest Closing shall not occur until November 30, 2013 if the Purchase Price will be determined pursuant to Section 2.2(a)(iii) due to the fact that the Purchase Price cannot be determined on or prior to such date pursuant to Section 2.2(a)(i) or Section 2.2(a)(ii).

“NIC Purchase Price” has the meaning specified in Section 2.2(a)(iii).

“Order” shall mean any: (a) temporary, preliminary or permanent order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, stipulation, subpoena, writ or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction; or (b) Contract with any Governmental Authority that is or has been entered into in connection with any Proceeding.

“Organizational Documents” shall mean: (i) with respect to a corporation, its certificate of incorporation and by-laws; (ii) with respect to a limited partnership, its certificate of limited partnership and partnership agreement; (iii) with respect to a limited liability company, its certificate of formation and limited liability company agreement; (iv) with respect to a Cayman Islands company, its memorandum and articles of association; (v) with respect to a Cayman Islands registered trust, its Declaration of Trust; and (vi) with respect to any other Person that is not an individual, its similar governing and constituent documents.

“Participation Interest” shall have the meaning specified in Section 2.1.

“Participation Interest Closing” shall mean September 30, 2013, if neither the LP Interest Closing nor the FP Designee Interest Closing shall have occurred on or prior to such date.

“Person” shall mean any individual, Entity or Governmental Authority.

“Portfolio Property Agreement” shall mean any Organizational Documents of the Funds, all amendments thereto, any and all side letters to which Seller is a party with respect to the Purchased Interests and any Subscription Agreement of Seller relating to the Purchased Interests.

“Proceeding” shall mean any action, suit, litigation, arbitration, prosecution, investigation, hearing or inquest before or by any Governmental Authority or any arbitrator or arbitration panel of competent jurisdiction.

“Proof of Claim” shall mean the Proof of Claim Form required to be submitted on or before the Proof of Claim Date to the Receiver, by all investors of record in the Funds as of January 1, 2009.

“Proof of Claim Date” shall mean October 12, 2012 or such other date as shall be determined by the Receiver as the deadline for submitting Proofs of Claim to the Receiver.

“Purchase Price” shall mean the amount determined in accordance with Section 2.2.

“Purchased Interests” shall have the meaning specified in the Recitals.

“Purchaser” shall have the meaning specified in the first paragraph of this Agreement.

“Purchaser Indemnitees” shall have the meaning specified in Section 7.1.

“Receiver” shall mean Daniel S. Newman (or his successor(s)), receiver for each of the FP Funds.

“Release Amount” shall mean 90% of the NIC Purchase Price.

“Representatives” of a party shall mean officers, directors, employees, attorneys, accountants, advisors and agents, of such party.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Seller” shall have the meaning specified in the first paragraph of this Agreement.

“Seller Indemnitees” shall have the meaning specified in Section 7.2.

“Settlement Agreement” shall mean the settlement agreement described in the Amended Opinion and Order dated August 28, 2012 of the Court in the case of Daniel S. Newman vs. Sun Capital Inc., et. al., Case No. 2:09-cv-445-FtM-29SPC.

“SV Fund” shall mean Founding Partners Stable-Value Fund, L.P.

“Transaction” or ***“Transactions”*** shall mean, collectively, the purchase and sale contemplated hereby and the related transactions contemplated by the Transaction Documents.

“Transaction Documents” shall mean this Agreement, the Transfer Form and all other agreements, certificates, instruments, documents and writings executed and delivered by Purchaser and Seller, or the Funds, in connection with the Transaction.

“Transfer Date” shall mean, with respect to the Purchased Interests or the FP Designee Interests, as the case may be, the date of the latest to occur of Purchaser’s receipt of a copy of written evidence from the issuer of the securities in question confirming that the Transfer of such Purchased Interests or FP Designee Interests has occurred.

“Transfer Form” shall mean an assignment and assumption agreement, notice of transfer or other form of instrument as may be reasonably acceptable to Purchaser and Seller and, if

applicable, required by the Receiver, the Court, the Funds and/or FP Designee, in order to record the transfer of the Purchased Interests and/or the FP Designee Interests from Seller to Purchaser on the books and records of the Funds and/or FP Designee.

“True-Up Amount” shall mean the Purchase Price (determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii)) minus the NIC Purchase Price or, if no Purchase Price can be determined under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii) on or prior to June 15, 2014, 10% of the NIC Purchase Price.

Other capitalized terms used in this Agreement shall have the meanings ascribed to them in the Sections where such terms are initially used.

ARTICLE II THE TRANSACTION

2.1 **Purchase and Sale of the Purchased Interests.** Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase from Seller on the Closing Date, legal and beneficial right, title and interest to the Purchased Interests (or, if applicable, the FP Designee Interests) free and clear of all Encumbrances. Seller hereby grants to Purchaser the right to participate in 100% of the proceeds of the Purchased Interests (the **“Participation Interest”**), and Purchaser hereby assumes 100% of the risks of the Purchased Interests, in each case from and after the Economic Effective Date, except for those obligations excluded from the Purchased Interests in accordance with Section 2.4(b). Seller shall pay or transfer over all Distributions received from and after the Economic Effective Date (or reduce the Purchase Price) in respect of the Purchased Interests to Purchaser as set forth in this Agreement, subject to Section 2.5. Seller shall cooperate with Purchaser and shall use its commercially reasonable efforts to obtain the consent of the applicable issuer of the Purchased Interests or the FP Designee Interests, as applicable, and take such other actions necessary for Purchaser to be the legal and beneficial owner of the Purchased Interests or the FP Designee Interests, as applicable, as soon as possible.

2.2 **Purchase Price.** In consideration of the sale, transfer, conveyance and assignment of the Purchased Interests, the FP Designee Interests distributed in respect of the Purchased Interests or the Participation Interests, as the case may be, by Seller to Purchaser on the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller an amount (reduced dollar-for-dollar by the amount of any Distributions actually received by Seller in respect of the Purchased Interests after the date hereof and prior to the Closing Date and not delivered to Purchaser in accordance with the terms of this Agreement) (the **“Purchase Price”**) that shall be determined as follows:

- (a) If the Closing Date occurs on the LP Interest Closing, then,
 - (i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the

Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be determined by multiplying \$1,050,000 by the Estimated NIC Percentage (the "**NIC Purchase Price**"), subject to Section 2.2(e).

(b) If the Closing Date occurs on the FP Designee Interest Closing, then the Purchase Price shall be \$1,050,000 for each percentage point of interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns or transferred to Purchaser or its assigns by Seller in respect of the Purchased Interests, the FP Designee Interests or Participation Interests on or after the date hereof.

(c) If the Closing Date occurs on the Participation Interest Closing, then,

(i) if either the Receiver or the Court has declared in writing the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, the Purchase Price shall be determined by multiplying \$1,050,000 by the percentage point of interest so declared, provided that if both the Receiver and the Court shall have so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court prior to date of the Participation Interest Closing; or

(ii) if neither the Receiver nor the Court has so declared the percentage point of interest in FP Designee to be distributed in respect of the Purchased Interests but either the Receiver or the Court has declared in writing the percentage point of interest of Seller in the Fund, the Purchase Price shall be determined by multiplying \$1,050,000 by such percentage point of interest in the Fund so declared, provided, that if both the Receiver and the Court shall have declared in writing a percentage point of interest of Seller in the Fund, then the Purchase Price shall be \$1,050,000 multiplied by the latest percentage point of interest declared by the Court and, provided further, that if the Purchased Interest

is not an interest in the SV Fund, then (x) this clause (ii) shall be applicable only if the Receiver or the Court shall have declared in writing the percentage point of interest of Seller in such Fund and the percentage interest of such Fund in SV Fund and (y) the Purchase Price shall be determined by multiplying \$1,050,000 by product of the Seller's percentage point of interest in such Fund multiplied by the percentage interest of such Fund in SV Fund; or

(iii) if neither clause (i) nor clause (ii) is applicable, the Purchase Price shall be the NIC Purchase Price, subject to Section 2.2(e).

(d) For purposes of Sections 2.2(a)(ii) and 2.2(c)(ii) above, the calculation of a percentage point of interest, whether referring to SV Fund, another Fund or otherwise, shall be determined after taking into account all proofs of claim filed in connection with the Settlement Agreement. For clarification, the percentage point of interest will only include those investors participating in distributions pursuant to the Settlement Agreement and will be measured on a post-Settlement basis.

(e) Purchaser shall pay the Purchase Price to the Seller on the Closing Date unless the Purchase Price on such date is determined by reference to the Estimated NIC Percentage, in which case Purchaser shall pay the Release Amount to Seller on the Closing Date and the parties shall settle the True-Up Amount on the earliest to occur of (x) June 15, 2014 or (y) the determination of the Purchase Price under Sections 2.2(a)(i) or (ii), 2.2(b) or 2.2(c)(i) or (ii), as applicable. If the True-Up Amount is positive (meaning the Purchase Price exceeds the NIC Purchase Price), Purchaser shall pay such amount to Seller. If the True-Up Amount is negative (meaning the NIC Purchase Price exceeds the Purchase Price), the Seller shall pay such amount to Purchaser.

2.3 Closing Date; Delivery and Payment.

(a) The closing of the Transaction shall take place on the Closing Date, and:

(i) if the Closing Date is the date of the LP Interest Closing, Seller shall transfer the Purchased Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(ii) if the Closing Date is the date of the FP Designee Interest Closing, Seller shall transfer the FP Designee Interests to Purchaser, and Purchaser shall pay the Purchase Price to Seller (such date also being a Transfer Date).

(iii) If the Closing Date is the date of the Participation Interest Closing, Purchaser shall pay the Purchase Price to Seller.

(iv) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to the following account(s) of Seller:

Wiring Instructions for Seller

Bank of Texas	Further Credit to:
Dallas, TX	SP50 Investments, Ltd
ABA:111014325	Acct No. 2880828332

(b) On the Closing Date, Seller shall deliver to Purchaser the following:

(i) in the case of the LP Interest Closing or the FP Designee Interest Closing, the Transfer Form, if any, duly executed by Seller, for the Purchased Interests or FP Designee Interests, as applicable, together with evidence reasonably satisfactory to Purchaser that the Funds, FP Designee or the Receiver, as applicable, has recorded or will record the transfer, and together with such other forms, documents or instruments that may be required by the Receiver;

(ii) payment instructions to the Funds, FP Designee or the Receiver, as applicable, in a form reasonably acceptable to Purchaser, instructing the Funds, FP Designee and/or the Receiver to pay all future Distributions in respect of Seller to the account of the Purchaser; and

(iii) such other documents, instruments or agreements as may reasonably be requested by Purchaser to give effect to this Agreement.

(c) On the Closing Date, Purchaser shall:

(i) deliver or cause to be delivered to Seller payment of the Purchase Price to Seller as per the wire instructions in Section 2.3(a)(iv) above; and

(ii) in the case of the LP Interest Closing or the FP Designee Interest Closing, deliver or cause to be delivered to Seller the Transfer Form, if any, duly executed by the Purchaser for the Purchased Interests or FP Designee Interests, as applicable, together with such other forms, documents or instruments that may be required by the Receiver.

2.4 Assumed Obligations.

(a) Purchaser hereby assumes, accepts and agrees to pay, perform, discharge, and otherwise fulfill any and all obligations as registered holder of the Purchased Interests or FP Designee Interests required to be paid or performed after the Economic Effective Date in connection with the ownership of the Purchased Interests.

(b) Notwithstanding the terms of Section 2.4(a), Purchaser shall not, directly or indirectly, assume, and shall not in any way be or become responsible for, and Seller shall remain responsible for any Liability associated with the Purchased Interests which arise, accrue, or relate to the period that Seller was the legal or beneficial owner of the Purchased Interests prior to the Economic Effective Date or that arise as a result of any action or inaction by Seller in relation to the Purchased Interests prior to the Economic Effective Date, other than in compliance with this Agreement.

2.5 Voting; Further Assurances.

(a) From and after the date hereof, Seller and Purchaser will use their reasonable best efforts to take such actions as may be possible without violation or breach of the Portfolio Property Agreements to effectively grant Purchaser the economic benefits of ownership of the Purchased Interests as contemplated hereby. Notwithstanding the foregoing, until such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall retain all cash Distributions received by or on behalf of Seller from and after the date hereof in respect of the Purchased Interests, and such retained cash Distributions shall reduce on a dollar-for-dollar basis the amount of the Purchase Price payable by Purchaser on the Closing Date. At such time as the cumulative cash Distributions retained by Seller equal or exceed the NIC Purchase Price, Seller shall pay over to Purchaser all subsequent cash Distributions and all non-cash Distributions received by or on behalf of Seller in respect of the Purchased Interests, which payments or transfers shall be made within five (5) Business Days following Seller's receipt of such Distributions; provided, that Purchaser shall be responsible for all custody, administrative, bank wire fees and any other costs and expenses incurred by Seller in connection with holding, transferring and/or releasing such Distributions to Purchaser. If the Portfolio Property Agreements prohibit Seller from paying or transferring the Distributions to Purchaser, Seller shall be deemed to hold such Distributions in trust for the benefit of Purchaser and shall cooperate with Purchaser and shall take such further actions to secure Purchaser's interest as Purchaser may reasonably request.

(b) Seller shall (at the risk and expense of Purchaser) cooperate with Purchaser and use its reasonable best efforts to obtain the consent of the Receiver, the Court, the Funds and/or FP Designee required to cause Purchaser to be the legal and beneficial owner of the Purchased Interests or FP Designee Interests as contemplated by this Agreement as soon as possible. If such consents are received, Seller and Purchaser shall deliver the documents referred to in Sections 2.3(b) and 2.3(c) and such other documents, instruments or agreements as may reasonably be requested by Seller or Purchaser to give effect to the assignment of the Purchased Interests or FP Designee Interests, as the case may be, as contemplated by this Agreement, and upon such assignment becoming effective, the Participation Interest will terminate.

(c) Seller shall notify Purchaser promptly in writing and provide all information received by Seller from the Funds, FP Designee, the Receiver or any representative thereof with respect to federal income taxes (including any Schedule K-1) or any matter, issue, or event that requires the holder of the Purchased Interests to vote, make any election, consent or take similar action with respect to the Purchased Interests or FP Designee Interests, including without limitation, approval of any plan of liquidation or administration for the Funds in receivership or other insolvency proceeding, and Seller shall exercise its voting, consent or other elective rights only as directed by Purchaser. From and after the date hereof, Purchaser and Seller shall execute such other certificates, instruments or documents required pursuant to the provisions of this Agreement, or otherwise reasonably necessary and reasonably practicable to transfer the Purchased Interests in accordance with the terms hereof, and to vest in Purchaser title to the Purchased Interests, free and clear of all Encumbrances. Seller shall take all actions and file all documents, claims or other forms as may be requested by Purchaser as may be reasonably necessary or reasonably desirable to preserve all rights of the Seller and Purchaser in respect of the Purchased Interests (including, without limitation, amending the Proof of Claim or the Investor Release after the Proof of Claim Date to cure any deficiencies identified by the

Purchaser or the Receiver that could adversely affect the Seller's or the Purchaser's rights to receive distributions).

2.6 Grant of Security Interest. Seller hereby grants to Purchaser a first priority security interest in and to all "proceeds" (as defined in the New York Uniform Commercial Code ("*NYUCC*") and as if the Purchased Interests were "collateral" (as defined in the NYUCC)) of the Purchased Interests to secure its obligations hereunder. Seller hereby appoints Purchaser as its agent and attorney-in-fact, with full right of substitution, for purposes of executing any and all instruments, documents, agreements or forms necessary or desirable to preserve the rights of the Purchaser and Seller in the Purchased Interests in any proceedings relating to the Funds, to give effect to the intent of this Agreement or otherwise to protect the rights and interest of the Purchaser in the Purchased Interests and the Participation Interest. Seller hereby authorizes Purchaser to file such financing statements or other instruments, notify such person as Purchaser deems desirable and take any other action to perfect and protect its security interest and other rights hereunder. Purchaser agrees to give prior written notice to Seller of any action Purchaser takes pursuant to this Section 2.6. This power of attorney is coupled with an interest.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller, severally, represents and warrants to Purchaser with respect to itself, as of the date hereof, as follows:

3.1 Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the transactions contemplated hereby.

3.2 Purchased Interests; Ownership of Purchased Interests.

(a) All right, title and interest in and to the Purchased Interests are legally and beneficially owned by Seller free and clear of all Encumbrances. Such Purchased Interests are accurately described on Schedule A attached to this Agreement. The Purchased Interests are not evidenced by any certificates.

(b) Seller will convey to Purchaser good and valid title to the Purchased Interests upon an LP Interest Closing or such Seller's FP Designee Interest upon an FP Designee Interest Closing, free and clear of any Encumbrances. The Participation Interest is enforceable in accordance with the terms of this Agreement.

(c) Except as contemplated by this Agreement, including the Settlement Agreement, Seller has not entered into any agreement or understanding or waived any right or failed to take any action with respect to any of the Purchased Interests, the FP Designee Interests or the Participation Interests that would result in the holder of such interests becoming entitled to receive less from the Funds than is provided in the Portfolio Property Agreements in respect of such Purchased Interests or having any Liability to the Funds or any other Person in respect of such Purchased Interests.

(d) The Proof of Claim has been filled out completely and accurately, properly executed by duly authorized representatives of the Seller and properly submitted to the Receiver with all required supporting documentation prior to the Proof of Claim Date. Seller is the Investor of Record of the Purchased Interests the Actual Beneficial Owner (each as defined in the Proof of Claim Form). Seller did not receive any commissions or other remuneration in connection with its investment in the Funds and, to such Seller's knowledge after reasonable inquiry, there is no basis for the Receiver to disallow Seller's Proof of Claim.

(e) The Investor Release has been executed by duly authorized representatives of the Seller and properly notarized and properly submitted to the Receiver prior to the Proof of Claim Date.

(f) Seller has provided to Purchaser true and correct copies of the Proof of Claim, Investor Release and all supporting materials submitted to the Receiver.

3.3 **Authority; Binding Nature of Agreements.**

(a) The execution, delivery and performance of this Agreement by Seller has been approved by all requisite action on the part of Seller.

(b) This Agreement has been duly and validly executed and delivered by Seller.

(c) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

3.4 **No Conflicts; Required Consents.** Except as contemplated by the Settlement Agreement or the limited liability company agreement of FP Designee, the execution, delivery and performance of this Agreement by Seller and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Seller or any contractual obligations of Seller or any law, order or judgment applicable to Seller; or

(b) require Seller to obtain any consent from a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

3.5 **No Other Agreement.** Except as contemplated by the Settlement Agreement, neither Seller nor any of its Representatives has entered into any binding Contract for the sale or other disposition of any of the Purchased Interests except as set forth in this Agreement.

3.6 **No Litigation.** Except as contemplated by the Settlement Agreement and the litigation related thereto, to Seller's knowledge, there is no threatened or pending litigation or

claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser's rights of ownership of the Purchased Interests, the FP Designee Interests or the Participation Interests that Purchaser proposes to acquire from Seller pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

3.7 Portfolio Property Agreements. Seller has provided Purchaser with accurate and complete copies of all of the Portfolio Property Agreements, all amendments thereto and all side letters in respect thereof and all communications to investors received from the Funds, including, without limitation copies of the Schedules K-1 for each of 2009, 2010 and 2011 received by the Seller with respect to each Purchased Interest. Other than the Portfolio Property Agreements, Seller has not entered into any agreement with respect to the Purchased Interests that will be binding on Purchaser or affect the Purchased Interests after the date hereof, except as contemplated by this Agreement, including the Settlement Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Purchaser, severally, represents and warrants to Seller with respect to itself, as of the date hereof, as follows:

4.1 Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization, has all requisite power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Agreement and consummate the Transactions.

4.2 Authority; Binding Nature of Agreements.

(a) The execution, delivery and performance of this Agreement by Purchaser has been approved by all requisite action on the part of Purchaser.

(b) This Agreement has been duly and validly executed and delivered by Purchaser.

(c) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirements affecting the enforcement of creditors' rights generally and to general equitable principles.

4.3 No Conflicts; Required Consents. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the Transactions do not and will not:

(a) (with or without notice or lapse of time) conflict with, violate or result in any breach or default of any of the provisions of the Organizational Documents of Purchaser or any contractual obligations of Purchaser or any law, order or judgment applicable to Purchaser; or

(b) require Purchaser to obtain any consent or make or deliver any filing or notice to a Governmental Authority or any other Person, except in each case the consent of the Receiver, the Court, the Funds or the FP Designee, as applicable.

4.4 Investment Representations; Excluded Information.

(a) Purchaser is acquiring the Purchased Interests, the FP Designee Interests or the Participation Interests, as the case may be, for its own account, for investment only and has no intention of selling or distributing any of such interests. Purchaser has no arrangement or understanding with any other person or entity regarding the sale or distribution of such interests.

(b) Purchaser understands that none of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be have been registered under the Securities Act or any state or other securities law and that they must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and any other applicable securities law or is exempt from registration. Purchaser is capable of assuming, and assumes, the risks of an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, including the risk of a complete loss of such investment. Specifically, Purchaser acknowledges and accepts that: (i) an investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, is highly illiquid in nature, including as a result of the redemption terms applicable to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be; (ii) there may be no secondary market in the Purchased Interests, the FP Designee Interests or the Participation Interests and no such secondary market may develop; and (iii) Seller is under no obligation to, and will not, make any secondary market in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(c) Purchaser is an “accredited investor,” as such term is defined in Rule 501 promulgated under the Securities Act. Purchaser is knowledgeable, sophisticated and experienced in making investment decisions like that involved in the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be (including, without limitation, experience in investing in alternative investments such as the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be) and, in connection therewith, has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser is a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended.

(d) Purchaser is not relying on Seller for investment, legal or tax advice, and has consulted with its own counsel and accountant, regarding the various legal, tax and economic considerations relating to the Transaction.

(e) Purchaser has adequate information concerning the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the Funds and any Proceedings relating thereto to make an informed decision regarding the purchase of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has had the opportunity to access all information that it deemed necessary or advisable in

connection therewith, including from the Receiver and through publicly available information, and it has independently and without reliance upon Seller or any of its Affiliates for information or advice made its own analysis and decision to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and has independently concluded that the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, are a suitable investment for it based on all applicable factors, including (without limitation) its investment objectives. Purchaser acknowledges and agrees that Seller or its Affiliates may possess information regarding the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, the issuers thereof or the assets thereof that has not been provided to Purchaser and that is not publicly available (the “*Excluded Information*”). Such information may be material to the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, and to Purchaser’s decision to enter into this Agreement and to purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be. Purchaser acknowledges and agrees that it has determined to enter into this Agreement and purchase the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, notwithstanding its lack of knowledge of Excluded Information, whether or not material. Purchaser acknowledges and agrees neither Seller nor any of its Affiliates shall have any liability to it with respect to the non-disclosure of the Excluded Information and waives and releases any claims that it might have against Seller or any of its Affiliates arising out of or relating to any matters contemplated by this clause (e), including (without limitation, the nondisclosure of Excluded Information).

(f) Purchaser acknowledges and agrees that none of Seller, any of its Affiliates or any other Person has made any representation or warranty, express or implied, written or oral, except for those representations and warranties expressly set forth in Article III, and in making the determination to proceed with the Transaction, Purchaser has relied solely on such representations and warranties; and no such representations or warranties constitute an assurance or guarantee as to the expected results of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

(g) Purchaser acknowledges and agrees that Seller is not acting as a fiduciary for or adviser to Purchaser in respect of its investment in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, it being understood and agreed, for the avoidance of doubt, that information and explanations related to the terms and conditions of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, shall not be considered to be investment advice or a recommendation to invest in the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be.

4.5 No Litigation. To Purchaser’s knowledge, there is no threatened or pending litigation or claim by any person, or any statute, order or regulation exists, is proposed or is deemed applicable by a Governmental Authority: (a) challenging the legality of the Transaction; (b) seeking to obtain material damages relating to the Transaction; (c) challenging Purchaser’s rights of ownership of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be, that Purchaser proposes to acquire pursuant to this Agreement; or (d) imposing or seeking to impose any requirements or approvals on the Transaction.

ARTICLE V
COVENANTS

5.1 **Covenants; Notification of Certain Matters.** Seller shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Seller, of: (a) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, would be likely to cause either: (i) any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the respective Transfer Date, (ii) any failure of Seller or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; (b) any redemption proceeds or other Distributions received by Seller after the date hereof and prior to the Transfer Date with respect to the Purchased Interests; (c) any written declaration of the Receiver or determination of the Court as to the matters referred to in clauses (i) and (ii) of the first sentence of Section 2.2(a) or of Section 2.2(c); and (d) the issuance of FP Designee Interests and the percentage ownership interest in FP Designee distributed in respect of the Purchased Interests to Purchaser or its assigns (or, if the Transfer Date has not occurred at or prior to the time of such distribution, to Seller); provided, however, that the delivery of any notice pursuant to this Section 5.1 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice or the representations or warranties of the parties or the conditions to the obligations of the parties hereto.

5.2 **Confidentiality; Publicity.**

(a) From the date of this Agreement, Seller and Purchaser shall, and shall cause their Representatives to, keep confidential all confidential documents and information concerning any other party furnished to either of them or their Affiliates in connection with the Transactions, except as may be required by any Legal Requirement or to comply with a request of a Governmental Authority or the Receiver or as may be required to comply with this Agreement. In no event will a party provide a copy of this Agreement to the Receiver or any other party without the consent of Seller and Purchaser, and instead will provide the Transfer Form as evidence of this transaction.

(b) Neither Seller nor Purchaser shall issue or make any press release or public statement with respect to the Transactions without the prior written consent of the other parties, except as may be required by a Legal Requirement or as may be required to comply with Section 2.5; provided, that neither Seller or Purchaser shall be required to obtain prior written consent of the other parties to make any disclosures to its underlying investors regarding the Transactions.

5.3 **Notices.** Prior to the Transfer Date, Seller shall give prompt notice to Purchaser of the receipt by Seller of (a) any notice or other communication from or on behalf of the Funds, any partner or member of the Funds or the Receiver relating to the Funds or (b) any notice or other communication relating to any contemplated or pending Proceeding by any Governmental Authority involving or relating to the Funds or the Purchased Interests. With respect to any such notice or other communication, Seller shall inform Purchaser of the receipt thereof and, if in writing, shall promptly furnish Purchaser with a copy thereof (including any related materials).

5.4 **Post-Transfer Date Notices and Distributions.** From and after the Transfer Date, Seller shall promptly forward to Purchaser any redemption proceeds and distributions received by Seller that relate to the Purchased Interests.

ARTICLE VI
CONDITIONS TO THE CLOSING

6.1 **Conditions to Obligations of each Purchaser.** The obligations of each Purchaser to effect the sale of the Purchased Interests, the FP Designee Interests, or the Participation Interests, as the case may be from Seller on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Purchaser:

(a) Representations and Warranties. Each of the representations and warranties of each Seller contained in this Agreement shall be true and correct as of the Closing Date (except that to the extent (i) such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date, or (ii) as the result of delivery of the Investor Release or otherwise as the result of performance by the Seller of its covenants and agreements hereunder).

(b) Covenants and Agreements. Each Seller shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Purchaser shall have received the Investor Release signed by each Seller and notarized, a copy of the Proof of Claim, all supporting documentation as submitted to the Receiver and all other documents required to be delivered to Purchaser by such Seller under Section 2.3(b).

6.2 **Conditions to Obligations of each Seller.** The obligations of each Seller to effect the sale of the Purchased Interests on the Closing Date shall be subject to the following conditions, except to the extent waived in writing by such Seller:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser contained in Article IV shall be true and correct in all material respects as of the Closing Date (except that to the extent such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be true and correct as of such earlier date).

(b) Covenants and Agreements. Purchaser shall have performed and complied in all material respects with all of its covenants, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Receipt of Documents. Each Seller shall have received all documents required to be delivered to Seller by such Purchaser under Section 2.3(c).

ARTICLE VII
INDEMNIFICATION

7.1 **Seller.** Each Seller, severally, shall, indemnify, defend and hold harmless Purchaser, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the “*Purchaser Indemnitees*”) from and against any and all demands, claims, actions or causes of action, judgments, assessments, losses, liabilities, damages or penalties and reasonable attorneys’ fees and related disbursements (collectively, “*Losses*”) incurred by any of Purchaser Indemnitees that are occasioned or caused by, arise out of, or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Seller contained herein; (b) any breach or non-fulfillment of any covenant or agreement made by such Seller contained herein; and (c) all obligations associated with the Purchased Interests of such Seller not expressly assumed by Purchaser under Section 2.4.

7.2 **Purchaser.** Each Purchaser, severally, shall indemnify, defend and hold harmless Seller, its Affiliates and their respective stockholders, members, managers, general partners, limited partners, directors, officers, employees, agents, control persons, trustees, successors and assigns (collectively, the “*Seller Indemnitees*”) from and against any and all Losses incurred by any of the Seller Indemnitees that are occasioned or caused by, arise out of or result from: (a) any inaccuracy in or breach of any representations or warranties made by such Purchaser contained herein; (b) any breach or non-fulfillment of any covenant of such Purchaser contained herein; (c) any obligation associated with the Purchased Interests or FP Designee Interests, expressly assumed by such Purchaser under Section 2.4; and (d) any action or omission of Seller with respect to the Purchased Interests, the FP Designee Interests or the Participation Interests taken or not taken at, and in accordance with, the request or direction of such Purchaser.

7.3 **Separate Obligations.** The rights of Seller and Purchaser hereunder are independent of and in addition to such rights and remedies of an equitable nature as any of them may have for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any of Seller or Purchaser, including, without limitation, the right to seek either specific performance or rescission and restitution, none of which rights shall be affected or diminished hereby.

7.4 **Survival.** The representations and warranties of Seller and Purchaser contained in this Agreement shall survive the Closing Date. Any investigation or other examination that may be made at any time by or on behalf of a party to which representations and warranties are made shall not limit, diminish or in any way affect the specific representations and warranties in this Agreement, and the parties may rely on the specific representations and warranties in this Agreement, irrespective of any information obtained by them by any investigation, examination or otherwise.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Interpretation.

(a) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(b) The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(c) References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(d) References to any agreement, instrument, contract or other document are to that agreement, instrument, contract or other document as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

(e) If a party is required to give notice or take action on a day that is not a Business Day, then the deadline for such action or notice shall be extended to the next Business Day.

8.2 Amendments. This Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by all of the parties hereto.

8.3 Assignability. Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by any party without the express written consent of the other parties hereto and any such attempted assignment shall be void and unenforceable; provided, that Purchaser may assign all of its rights and obligations hereunder to any other Person for whom Credit Value Partners LP or an Affiliate thereof acts as general partner, managing member or investment adviser, provided that such assignee expressly assumes all obligations of Purchaser hereunder and has equal or greater creditworthiness as the assignor. The provisions of this Agreement shall inure to the benefit of, and shall be binding on, the heirs, permitted assigns, members, successors, personal representatives, estates and legatees of each of the parties hereto.

8.4 Transfer Taxes and Expenses. All fees and expenses incurred in connection with this Agreement (and the transactions contemplated hereunder), including all fees of counsel, accountants, shall be borne by the party incurring the same.

8.5 No Third Party Beneficiaries. No provision of this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto and their respective assigns, any rights or remedies under this Agreement.

8.6 Entire Agreement. This Agreement (including any Schedules hereto) constitutes the entire agreement the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, letters and understandings relating to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein and in the Transaction Documents. In the event of any inconsistency between this Agreement and the Transfer Form, the terms of this Agreement shall control.

8.7 Governing Law; Choice of Forum. This Agreement, and all disputes, controversies and issues arising between the parties relating to this Agreement and the subject matter of this Agreement, shall be governed, interpreted, construed and enforced in accordance with the internal laws of the State of New York. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, for the purpose of resolving any Proceeding arising out of or relating to the Transaction.

8.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE TRANSACTION.

8.9 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including facsimile or portable document format (PDF) transmissions thereof, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.10 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent by first class U.S. mail, or electronic transmission, or delivered by hand or by overnight or similar delivery service, fees prepaid, to the party to whom it is to be given. Such notices shall be deemed to have been duly given when delivered in accordance with this Section, addressed as follows:

(a) If to Purchaser, to:

CVP SPV LLC in respect of Series I
c/o Credit Value Partners, LP
Attention: General Counsel
777 Third Avenue, Suite 19A
New York, NY 10017
Telephone: (212) 493-4460

E-mail: hsullivan@cvp7.com
with a copy to: creditvaluenotices@cvp7.com

(b) If to Seller, to:
SP50 Investments, Ltd Tel: 903-938-6184
1595 Garden Oaks Email: sbc@caladiumllc.com
Marshall, TX 75672

8.11 **Waiver.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

8.12 **Several Obligation.** The obligations of AP and APII hereunder are several and not joint and the recourse of any other party in respect of a Seller's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to such Seller, severally, and no party shall have recourse to any other Seller hereunder.

8.13 **Limited Recourse.** Notwithstanding any other provision of this Agreement, Purchaser is a segregated series of a Delaware series limited liability company and the recourse of any other party in respect of Purchaser's obligations or other liabilities under this Agreement and in respect of the Transaction is limited to the net assets of Series I of CVP SPV LLC, severally in respect of the amount purchased by such series, and no party shall have recourse to the assets of any other series of CVP SPV LLC.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

SELLER

SP50 Investments, Ltd

By: Steve Carlile
Name: Steve Carlile
Title: Partner

PURCHASER

CVP SPV LLC solely in respect of its Series 1

by its managing member, Credit Value Partners, LP

By: Howard Sullivan III
Name: Howard Sullivan III
Title: Chief Operating Officer

[Signature Page to Purchase and Sale Agreement]

Schedule A

PURCHASED INTERESTS

Fund Name	NIC	Estimated NIC Percentage	Fund NAV ¹ at January 31, 2009
Founding Partners Stable-Value Fund II, LP	\$1,000,000.00	.25%	\$1,020,534.77

Purchaser	Allocation
CVP SPV LLC, Series I	100%

¹ The parties acknowledge and agree that (i) no representations or warranties are made as to the accuracy of the Fund NAV provided in this Schedule, which have been based solely upon information provided by the Fund, and (ii) due to the illiquidity of the Purchased Interests and other factors, there may be substantial profit potential in, or substantial additional writedowns to be recorded with respect to, the Purchased Interests which is not reflected in the net asset value of the Purchased Interests as of the NAV Calculation Date or the Closing Date, and that the Transactions contemplated by this Agreement may, therefore, be effected at substantially below (or above) the Purchased Interests' fair value.

EXHIBIT B

Indemnity

Indemnity dated as of September 10, 2020 by CVP SPV LLC ("CVP") and DANIEL S. NEWMAN, not individually but solely in his capacity as Receiver in the Receivership Estate (defined below).

1. Attached hereto as Composite Exhibits A are Purchase and Sale Agreements evidencing the transfer and assignment of Claims 14, 19, 106, 114, 143, and 148 (the "Attached Assignments") related to the matter styled *Securities and Exchange Commission vs. Founding Partners Capital Management and William L. Gunlicks, vs. Founding Partners Stable-Value Fund, LP, Founding Partners Stable-Value Fund II, LP, Founding Partners Global Fund, LTD, and Founding Partners Hybrid-Value Fund, LP*, Case No. 2:09-CV-229-FTM-29SPC, pending in the United States District Court of the Middle District of Florida, Fort Myers Division (the "Receivership Estate").

2. The Receiver does not oppose court recognition of the Attached Assignments, which may be requested in the Motion attached hereto as Exhibit B.

3. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CVP SPV LLC, as Assignee under each Attached Assignment, hereby agrees to indemnify and hold harmless, and to advance expenses of, the Receiver, and any other claimants with approved claims in the Founding Partners proceedings, and each partner, member, employee or agent thereof, for any and all liability, loss, cost or expense, and claims therefor, including, without limitation, reasonable counsel fees, arising out of or relating to any matters in connection with the interest assigned in each Attached Assignment

4. The parties hereto agree that the court in which the Founding Partners Receivership Estate is pending shall retain sole jurisdiction over any dispute arising out of or relating to this Indemnity.

IN WITNESS WHEREOF, the Parties have executed this Indemnity as of the date hereof.

CVP SPV LLC

By: 

Name: Donald Pollard

Title: Member

DANIEL J. NEWMAN, not individually but solely in his capacity as Receiver in the Receivership Estate.