

**FIRST AMENDMENT TO
AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Amendment") dated as of November 2, 2012 (the "Effective Date") is by and between Carmel Funding, LLC, a Delaware limited liability company ("Buyer"), and TWG Capital, Inc., a Delaware corporation ("Seller"), as debtor-in-possession under Chapter 11 of the United States Bankruptcy Code, pursuant to Case No. 12-11019 (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Bankruptcy Court").

RECITALS

A. Buyer and Seller are parties to that certain Amended and Restated Asset Purchase Agreement dated as of September 14, 2012, as the same has or may be amended, supplemented, restated, amended and restated, or otherwise modified from time to time (the "Asset Purchase Agreement").

B. On or after the Effective Date, Seller will file a Motion for Approval of Settlement of Claims Pursuant to Rule 9019 (the "Settlement Motion"), seeking the Bankruptcy Court's approval of a settlement by and between Seller and Lion 2004 Receivables Trust ("Lion") under the terms of a term sheet attached to the Settlement Motion (the "Settlement Motion Term Sheet").

C. Subject to the terms and conditions stated in this Amendment and in the Settlement Motion Term Sheet, the parties desire to amend the Asset Purchase Agreement, as provided in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The parties hereby incorporate by reference the Recitals as if fully set forth herein.

2. Definitions. Except as otherwise expressly stated in this Amendment, all terms used in the Recitals and in this Amendment that are defined in the Asset Purchase Agreement, and that are not otherwise defined herein, shall have the same meanings in this Amendment as are ascribed to them in the Asset Purchase Agreement.

3. Amendments to the Asset Purchase Agreement.

(a) Schedule 1.1(e) to the Asset Purchase Agreement is amended and restated as of the Effective Date in its entirety to read as Schedule 1.1(e) attached to this Amendment.

(b) Section 1.2 of the Asset Purchase Agreement is amended and restated as of the Effective Date in its entirety to read as follows:

1.2 Excluded Assets. Buyer shall not purchase, and Seller shall retain all assets of Seller not specifically included in the Assets listed above, including, without limitation, the following (collectively, the "Excluded Assets"):

- (a) All cash or cash equivalents;
- (b) All insurance policies with Seller as named insured, insurance proceeds, claims and causes of action with respect to or arising in connection with any event, action or circumstance existing prior to the Closing or any property or other assets of Seller not acquired by Buyer at the Closing;
- (c) All claims and causes of action of Seller or Seller's bankruptcy estate including, without limitation, all preference or avoidance claims and actions of Seller, including any such claims and actions arising under Chapter 5 of the United States Bankruptcy Code (the "Bankruptcy Code");
- (d) All rights or obligations under all Contracts (as hereinafter defined) of Seller other than the Assumed Contracts, including, without limitation, the lease for 7434 Shadeland Station Way, Indianapolis, Indiana 46256, any other servicing contracts, any other employment agreements, employee benefit plans or other employment related Contracts or arrangements;
- (e) Any monies due to Seller with respect to any retirement plans or 401(k) plans;
- (f) The Ownership Interests of Seller in any entity not identified on Exhibit B;
- (g) Seller's corporate records, tax returns, tax refunds and tax attributes;
- (h) The following, to the extent such materials actually exist and are in the legal possession of Seller, are collectively referred to as the "Lion Materials":
 - (i) The Policytracker database, including all data contained therein relevant to Lion, the transactions related to Lion, together with complete programming code and scripts for all user-created algorithms, routines and functions, all calculation logic and all programming embedded within the database (collectively, "Code/Script"), all licenses, documentation, operating instructions, data and any other software, documentation, data files, serial keys required to be able to use, examine and modify the database with full administrator permissions (collectively, the "Policytracker Database");

(ii) Monthly spreadsheets supporting the downline agent commission statements for the months April 2011 through and including September 2011;

(iii) The Paradox database, including all data contained therein relevant to Lion, the transactions related to Lion, and to any downline agents' commissions, together with complete programming code and scripts for all user-created algorithms, routines and functions, all calculation logic and all programming embedded within the database (collectively, "Code/Script"), all licenses, documentation, operating instructions, data and any other software, documentation, data files, serial keys required to be able to use, examine and modify the database with full administrator permissions, received by Seller from Long Term Preferred Care ("LTPC") as part of the Assignment and Assumption Agreement dated as of December 30, 2004 by and between LTPC and Seller (the "Assignment and Assumption Agreement"), or otherwise (collectively, the "Paradox Database");

(iv) Contract details, including name, address, email, and phone, of persons at C.N.A., Allianz and GE (the "Underlying Insurers") providing information to Seller on a regular basis in connection with Lion;

(v) Details, including address, login names and passwords, of all FTP websites used by the Underlying Insurers in providing information to Seller as Lion Trust Monitor;

(vi) Full transaction history for all transactions between Seller and Lion from January 1, 2009 through September 14, 2012; and

(vii) All information on downline agent commission shortfall amounts regularly demanded by Seller from LTPC or its successors, including (i) original spreadsheet or electronic copies thereof provided by LTPC to Seller, which led to the identification of the inconsistent downline agent commission amounts compared to the Paradox Database, (ii) copies of all demand letters issued by Seller to LTPC or its successors in connection with such shortfalls; and (iii) monthly spreadsheets and all files and documentation in original electronic format, or scanned hard copies if electronic format does not exist, created in the course of the calculation of the monthly downline commission shortfall, produced by Seller supporting such shortfalls and attached to Seller's monthly demand letters.

(c) Section 6.2 of the Asset Purchase Agreement is amended and restated as of the Effective Date in its entirety to read as follows:

6.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated hereby are subject to the satisfaction at or prior to the Closing Date of the following conditions, any or all of which may be waived, in whole or in part, to the extent permitted by applicable law, in a written instrument executed and delivered by Seller:

(a) Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as though made on and as of the Closing Date.

(b) Agreements and Covenants. Buyer shall have performed or complied with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Officer's Certificate. At the Closing, Seller shall have received a certificate signed by a duly authorized senior executive officer of Buyer to the effect set forth in Sections 6.2(a) and (b).

(d) Procedure Order. The Bankruptcy Court shall have entered the Procedure Order, and such Order shall not have been amended, modified, appealed, supplemented, vacated or stayed.

(e) Assumption of Seller's Agreements with M. Otto and M. Nondorf. Buyer shall have designated on Exhibit 1.1(e) the Seller Otto/Nondorf Agreements as Assumed Contracts and each of the Seller Otto/Nondorf Agreements shall be assumed and assigned to Buyer pursuant to the Sale Order.

(f) Sale Order. The Bankruptcy Court shall have entered the Procedure Order and the Sale Order, and the Sale Order shall not have been amended, modified, appealed, supplemented, vacated or stayed as of the Closing Date and shall have become final and non-appealable under applicable law.

(g) Other Governmental Approvals. All filings required to be made prior to the Closing by Buyer with, and all consents, approvals and authorizations required to be obtained by Buyer from, any Governmental Entities in connection with the transactions contemplated hereby shall have been made or obtained (as the case may be).

(h) No Order. There shall be no Order.

(i) Mutual Release. Buyer, Seller, Lion, Imagine International Reinsurance Limited ("Imagine"), and Bank of New York Mellon shall have executed a mutual release, in a form mutually satisfactory to Buyer, Lion, and Seller and consistent with the terms set forth in the Settlement Motion Term Sheet and any successor Lion settlement agreement, of all claims, rights or interests arising under or related to (i) the Lion Materials, (ii) the Assignment and Assumption Agreement; (iii) that certain Distribution Agreement dated as of December 30, 2004 between Seller and Imagine; and (iv) that certain Monitoring Agreement dated as of December 30, 2004 between Seller, Imagine and Lion.

(j) Confidentiality. Buyer shall have executed a confidentiality agreement in a form mutually satisfactory to Buyer, Lion, and Seller and consistent with the terms set forth in the Settlement Motion Term Sheet and any successor Lion settlement agreement relating to Confidential Lion Data (as defined in the Settlement Motion Term Sheet).

4. Continuing Effect of Asset Purchase Agreement. Except as provided for in this Amendment, all terms and provisions of the Asset Purchase Agreement remain in full force and effect without modification.

5. Execution in Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, and a photocopy, facsimile, or PDF image of this fully executed Amendment is as valid and enforceable as the original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, this First Amendment to the Amended and Restated Asset Purchase Agreement has been duly executed and delivered by the duly authorized officers of each of the parties hereto as of the date first written above.

"Seller"
TWG CAPITAL, INC.

By: _____
Name: _____
Title: _____

"Buyer"
CARMEL FUNDING, LLC

By: _____
Name: _____
Title: _____

Schedule 1.1(e)
Assumed Contracts

1. Subservicing Agreement, dated as of September 13, 2012, between Inservico, Inc. and Seller
2. Management Services Agreement, dated July 25, 2008, between Seller and IR Finance 1, LLC
3. D&O Insurance Policy with Continental Casualty Company, MJ Insurance, Policy No. 169788614, through 7/24/2013;
4. Employment Agreement between the Seller and Mark Nondorf, dated August 6, 2007;
5. Employment Agreement between the Seller and Melanie Otto, dated August 6, 2007, as amended, September 13, 2012; and
6. Letter Agreement between Imagine, Lion, and Seller, dated July 19, 2012, as amended by that certain Settlement Motion Term Sheet.