

**Exhibit B**

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ADMINISTRATIVE SERVICES AGREEMENT

between

LONG TERM PREFERRED CARE, INC.

and

TWG CAPITAL, INC.

Dated as of June 30, 2005

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This ADMINISTRATIVE SERVICES AGREEMENT (the "Agreement"), is entered into as of June 30, 2005 (the "Effective Date"), by and among Long Term Preferred Care, Inc., a Delaware corporation ("LTPC"), and TWG Capital, Inc., a Delaware corporation ("TWG"). Each of LTPC and TWG is sometimes referred to herein as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, LTPC has transferred certain assets to LION 2004 Receivables Trust but has retained a certain portfolio of long term care insurance products, services, and contracts (the "Retained Portfolio"); and

WHEREAS, LTPC desires to have TWG manage certain aspects of the Retained Portfolio as described herein and TWG desires to so manage in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE I  
SERVICES

Section 1.1 Provision of Services. Upon the terms and subject to the conditions set forth in this Agreement, TWG agrees to provide to LTPC those services described in Exhibit A attached hereto in connection with the management of the Retained Portfolio, on and pursuant to the terms set forth herein (the "Services"). In performing the Services, TWG shall act with reasonable care, using the degree of skill, attention, and care that TWG generally exercises with respect to other similar assets that it owns or services, and generally consistent with the policies and procedures employed by TWG with respect to such other assets.

Section 1.2 Employees. TWG shall, during the term of this Agreement, retain a sufficient number of employees to perform the Services in accordance with the terms of this Agreement. Each such employee shall have such licenses as may be necessary to legally perform the Services. The parties anticipate that the Services shall be performed primarily by Jennifer Harden; however, in the event that Jennifer Harden is no longer employed with TWG, TWG shall take reasonable steps to replace Ms. Harden or will take such other actions as are reasonably necessary (including the engagement of independent contractors) such that the Services will continue to be provided in accordance with the terms of this Agreement.

Section 1.3 Term of Agreement and Services. Subject to Section 4.1, the term of this Agreement shall be for a period of six (6) months, commencing on the Effective Date and expiring on December 31, 2005 (the "Term"); provided that LTPC shall have the option to extend the Term until a date not later than June 30, 2006, by giving written notice of its intent to do so not later than November 30, 2005.

Section 1.4 Subcontracting of Services. While no such arrangements exist as of the date hereof, TWG reserves the right to subcontract with unaffiliated third parties to provide the Services or to enter into new subcontract relationships for any Service; and will give LTPC written notice promptly upon entering into any such subcontract, identifying the third party and the Services to be performed by such third party. Any breach or default by any such third party subcontractor in the performance of the Services subcontracted to it shall constitute a default by TWG under this Agreement.

Section 1.5 Billing and Payment Terms.

(a) LTPC agrees to pay TWG a monthly fee of \$2,900.00 as compensation for the Services to be performed hereunder during the Term. Such monthly fees for the Services will be billed by TWG at the beginning of each month for Services rendered in the previous month and are payable by LTPC within 30 days of the invoice date. Amounts not paid in accordance with this Section 1.5(a) shall accumulate interest at the rate of ten percent (10%) per annum or the maximum lawful rate, whichever is less (such rate being referred to herein as the "Interest Rate").

(b) In the event LTPC does not pay monthly fees in accordance with this Section 1.5, TWG shall, effective thirty (30) days following the delivery of written notice to LTPC of such payment default, have no further obligation pursuant to this Agreement to provide Services until such unpaid balance plus all accrued interest at the applicable Interest Rate shall have been paid.

Section 1.6 Supervision and Compensation. TWG shall select, employ, pay, supervise, direct, and discharge all the personnel providing Services hereunder. TWG shall be solely responsible for the payment of all benefits and any other direct and indirect compensation for any personnel assigned to perform Services under this Agreement, as well as such personnel's worker's compensation insurance, employment taxes, and other employer liabilities relating to such personnel as required by law. TWG shall be an independent contractor in connection with the performance of Services hereunder and the employees performing Services in connection herewith shall not be deemed to be employees of LTPC.

## ARTICLE II DISCLAIMER AND LIMITATION OF LIABILITY

Section 2.1 Disclaimer of Warranties. TWG SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO PERFORMANCE OF THE SERVICES EXCEPT AS A RESULT OF A BREACH OF THIS AGREEMENT OR TWG'S WILLFUL MISCONDUCT.

Section 2.2. Limitation of Damages. NO PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE) RESULTING OR ARISING FROM THE SERVICES OR OTHER OBLIGATIONS HEREUNDER, ANY PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR OTHER OBLIGATIONS HEREUNDER OR TERMINATION OF THE SERVICES OR OTHER OBLIGATIONS HEREUNDER. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES OR OTHER RELIEF ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

## ARTICLE III OTHER PROVISIONS

Section 3.1 Records. TWG agrees to maintain accurate records arising from or related to any Services provided hereunder, including accounting records and documentation produced in connection with the rendering of any Services. All records and documentation produced in connection with the rendering of any Services or provided to TWG by LTPC for use in the provision of the Services, including, without limitation, product and carrier information and publications relating to the Retained Portfolio, shall be the property of LTPC, and shall be delivered to LTPC upon expiration of the Term or termination of this Agreement.

Section 3.2 Inspection Rights. During the Term (as it may be extended pursuant to Section 1.3) and for sixty (60) days thereafter, TWG shall, upon ten (10) business days' prior written notice

from LTPC, permit LTPC or its authorized representatives to inspect and audit TWG's records relating to the Services during regular business hours; provided that LTPC shall comply with TWG's reasonable security and safety procedures as such procedures are communicated to LTPC and that any expenses (including relating to copying) in connection the inspection or audit shall be the sole obligation of LTPC, unless such audit discloses a material breach of this Agreement, in which case such expenses shall be recoverable by LTPC as part of its damages for such breach. Notwithstanding the foregoing, in no event shall TWG be required to give access to LTPC to any information or systems that are or contain confidential information of TWG not related to the Services, unless LTPC executes and delivers an appropriate agreement of confidentiality and non-disclosure with respect thereto.

Section 3.3 Confidentiality. TWG shall, and shall cause its Affiliates and all unaffiliated third parties performing Services under subcontract with TWG to, treat and hold as confidential any Company Confidential Information, refrain from using any Company Confidential Information, and shall not disclose and shall cause its Affiliates and all unaffiliated third parties performing Services under subcontract with TWG not to disclose Company Confidential Information; except (i) as reasonably necessary for the performance of the Services or in connection with the transactions contemplated by this Agreement, or (ii) as required by Law or the rules of any applicable securities exchange. In the event that TWG or any of its Affiliates is requested or required pursuant to written or oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process to disclose any Company Confidential Information, TWG will notify LTPC promptly of the request or requirement. At the request and sole expense of LTPC, TWG and such Affiliates shall use commercially reasonable efforts to obtain an order or other assurance that confidential treatment will be accorded to such portion of the Company Confidential Information required to be disclosed. "Company Confidential Information" shall mean information included in or relating to the Retained Portfolio or the business, finances, technology or operations of LTPC; provided, however, that Company Confidential Information shall not include information that: (x) was in the public domain prior to the Effective Date or becomes in the public domain other than by a violation of TWG or any of its Affiliates of the terms of this Section 3.3; (y) becomes known to TWG or one of its Affiliates after the Effective Date (other than through disclosure by LTPC or one of its Affiliates) in a manner that, to TWG's or such Affiliate's knowledge, does not violate any duty of nondisclosure of the disclosing party at the time of disclosure; or (z) was independently developed by TWG or any of its Affiliates without any use of the Company Confidential Information.

#### ARTICLE IV TERMINATION

Section 4.1 Termination. The Services provided hereunder may be terminated, (w) by LTPC, at the end of any calendar month, upon not fewer than fifteen (15) days' prior written notice; (x) by TWG in accordance with Section 1.5 above, (y) by mutual written agreement of the Parties, or (z) pursuant to the following provisions:

(a) upon written notice by a Party, if the other Party breaches a material obligation under this Agreement (the "Defaulting Party") and such failure to perform or breach of an obligation is not cured within ten (10) days of the date on which written notice is received by the Defaulting Party setting forth in reasonable detail the manner in which the Defaulting Party failed to perform its obligations hereunder; provided, however, that with respect to any failure by LTPC to make any payment required by this Agreement, the provisions of Section 1.5(b) above shall apply; or

(b) upon written notice by a Party, if the other Party makes a general assignment for the benefit of creditors, becomes insolvent, a receiver is appointed, or a court approves reorganization or arrangement proceedings.

Section 4.2 Termination Notices. Any termination notice delivered by either Party shall specify the effective date of termination.

Section 4.3 Consequences of Termination. In the event any Service is terminated for any reason:

(a) upon request, each Party shall return to the other Party all tangible personal property, books and records owned by the other Party and in the possession of the first Party as of the termination date; and

(b) the monthly fee payable under Section 1.5 shall be prorated over the number of days during the calendar month in which such termination occurs, and LTPC will be responsible to TWG only for the portion of such monthly fee allocable to the days during such month in which all required Services actually were performed.

Section 4.4 Survival. The obligation of LTPC to make all payments required under Section 1.5 with respect to periods preceding the effective date of termination of this Agreement, as well as the obligations of the Parties as described in Section 3.2 and Section 3.3, shall survive the termination or expiration of this Agreement.

#### ARTICLE V MISCELLANEOUS

##### Section 5.1 Force Majeure/Change of Law.

(a) Neither Party shall be responsible for the delay in the performance of any obligation hereunder due to labor disturbances, accidents, fires, storms, floods, earthquake, explosion, wars, acts of terrorism, riots, rebellions, insurrections, blockages, strike or labor disruption, acts of governments, in each case, beyond the reasonable control and without the fault or negligence of such Party, and the time for performance by such Party shall be extended by the period of such delay. In the event that TWG or its respective Affiliates, suppliers or subcontractors are wholly or partially prevented from providing a Service or Services or if a Service or Services are interrupted or suspended, in either case by reason of any force majeure event described in the preceding sentence, TWG shall not be obligated to deliver such Service during the periods it is prevented by doing so by such event, provided that TWG: (i) has given, whenever possible, written notice of the commencement of such event within a reasonable period of time; and (ii) uses commercially reasonable efforts to minimize the duration and impact of the interruption, including, when Services are wholly prevented or suspended, using commercially reasonable efforts to assist LTPC in locating and arranging for the provision of such services by an alternative provider.

(b) In the event that as a result of any change in any law, rule, or regulation applicable to TWG or to its business occurring after the Effective Date, or any ruling or decision by any court or administrative agency having jurisdiction over TWG or its business which is rendered or becomes effective after the Effective Date, the performance of any of the Services would violate such law, rule, regulation, or judicial or administrative ruling or decision, then TWG may, upon not fewer than fifteen (15) days prior written notice to LTPC, discontinue the performance of such Service, and the same shall not constitute a default by TWG hereunder, provided that TWG: (i) gives prompt written notice to LTPC upon discovery of any allegation, pending legislation, ruling, decision or other action that could reasonably be expected to cause the performance of the Services to be in violation of any law, rule, regulation, or judicial or administrative ruling or decision; (ii) uses all reasonable efforts to provide LTPC with written notice not fewer than fifteen (15) days prior to termination of the Services; and (iii)

uses commercially reasonable efforts to assist LTPC in locating and arranging for the provision of such services by an alternative provider.

(c) If TWG is temporarily or permanently relieved of its obligation to perform any of the Services pursuant to (a) or (b) above, LTPC shall not be relieved of its obligations to pay monthly fees pursuant to Section 1.5 to TWG for Services delivered in accordance with the terms of this Agreement, provided that monthly fees that are payable with respect to any period during which TWG is so relieved of its obligations shall be reduced (but not below zero) by the amount of all costs and expenses incurred by LTPC in performing or obtaining performance by an alternative provider of the Services that have been discontinued, delayed, prevented, or interrupted.

Section 5.2 Assignment; No Third Party Beneficiary. Except as otherwise provided in this Agreement, neither this Agreement nor any of the rights, interests or obligations of any Party hereto under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either of the Parties without the prior written consent of the other Party; except that if the assignee assumes and agrees to perform the obligations of LTPC under this Agreement by executing and delivering to TWG a written assumption agreement, LTPC may assign its rights and interests under this Agreement to (x) one or more of its Affiliates, or (y) to any successor entity to LTPC following a Change of Control. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Nothing in this Agreement shall be construed to grant any person or entity not a Party any rights or powers whatsoever, and no person or entity shall be a third party beneficiary of this Agreement.

Section 5.3 Relationship of the Parties. Neither Party is an agent of the other Party and neither Party has any authority to bind the other Party, transact any business in the other Party's name or on its behalf, or make any promises or representations on behalf of the other Party unless provided for in Exhibit A or agreed to in writing. Each Party will perform all of its respective obligations under this Agreement as an independent contractor, and no joint venture, partnership or other relationship shall be created or implied by this Agreement.

Section 5.4 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, NOTWITHSTANDING ANYTHING CONTRARY IN ITS RULES OF CONFLICT OF LAWS.

Section 5.5 Entire Agreement. This Agreement and the Exhibits referred to in this Agreement, as such Exhibits may be amended from time to time, are incorporated and made a part of this Agreement by reference, contains the entire agreement between the parties hereto with respect to the Services and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 5.6 Notices. All notices, requests, claims, consents, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, if delivered by registered or certified mail, return receipt requested, or sent by overnight courier (providing proof of delivery) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to LTPC:

Long Term Preferred Care, Inc.

400 Duke Drive  
Franklin, TN 37067  
Attention: EVP Operations

With a copy to::

Progeny Marketing Innovations Inc.  
400 Duke Drive  
Franklin, TN 37067  
Attention: Senior Counsel

If to TWG:

TWG Capital, Inc.  
6666 East 75th Street, Suite 500  
Indianapolis, IN 46250  
Facsimile (317) 813-1701  
Attention: Melanie Otto

With a copy to:

Baker & Daniels  
300 N. Meridian Street, Suite 2700  
Indianapolis, IN 46204  
Facsimile: (317) 237-1000  
Attention: Rebecca Richardson

Any such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed if mailed by registered or certified mail, or (c) on the next succeeding Business Day if sent by national courier service for delivery on or before the next Business Day. For purposes of this Agreement, "Business Day" shall mean any day when banks in the location of the recipient are open for business.

Section 5.7 Conflicting Provisions. In the event any provision of Exhibit A conflicts with the provisions of this Agreement, the provisions of this Agreement shall be controlling.

Section 5.8 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to a Party. Upon such determination that any term or other provisions are invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

Section 5.9 Interpretation. When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article or Section of, or an Exhibit to, this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer



to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 5.10 Counterparts. This Agreement may be executed in any number of counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 5.11 Further Cooperation. Each Party agrees to cooperate with the other, at any other Party's request, to execute any and all documents or instruments, or to obtain any consents, in order to assign, transfer, perfect, record, maintain, enforce or otherwise carry out the intent of the terms of this Agreement.

Section 5.12 Amendment and Waiver. This Agreement (including Exhibits) may not be amended or modified except by a writing signed by an authorized signatory of each Party. Any provision of this Agreement may be waived only if such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 5.13 Duly Authorized Signatories. Each Party represents and warrants that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

Section 5.14 Descriptive Headings. The descriptive headings of the several articles and sections of this Agreement are inserted for reference only and shall not limit or otherwise affect the meaning hereof.

Section 5.15 Certain Definitions. For purposes of this Agreement:

(a) "Affiliate" of any person means another person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person or entity, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person or entity, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

(b) "Change in Control" of any Party means any transaction or series of related transactions (i) that results in the sale of all or substantially all of the assets of such Party, or (ii) the result of which is that any person becomes the "beneficial owner" of more than fifty percent (50%) of the issued and outstanding capital stock of such Party.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf on the day and year first above written.

**LONG TERM PREFERRED CARE, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TWG CAPITAL, INC.**

By: \_\_\_\_\_  
Name: Melanie S. Otto  
Title: President

**EXHIBIT A  
SERVICES**

Maintain appropriate licensure

Maintain 800 line

Answer customer service 800 line and return customer calls within twenty four hours of such calls

Answer client questions

Provide carrier information to client for carrier issues (billing, claims, etc.)

Notify carrier of client changes & requests (address, need copies of policy, never received bill)

Open, distribute, and work mail and e-mail regarding client and carrier correspondence

Notify LTPC of necessary updates to policy data in Paradox within three business days of modification

Notify broker agents of client inquiries & late payment notifications

Follow up to make sure carrier requests are completed accurately

Call late pay list and try to conserve policies

Attempt to conserve policies when clients request to cancel by:

- Providing benefit change options to clients inquiring about rate increases.
- Reviewing policy benefits and recommending benefit changes where appropriate
- Upgrading and downgrading benefits to meet client needs

Stay abreast of carrier administrative policies and changes and how they affect the Retained Portfolio (like rate increases, ability to reinstate policy, etc.)



LONG TERM PREFERRED CARE, INC.

P.O. BOX 40404  
NASHVILLE, TN 37204-0404  
www.ltpc.com

November 16, 2005

**VIA OVERNIGHT MAIL**

Ms. Melanie Otto  
TWG Capital, Inc.  
6666 East 75<sup>th</sup> Street, Suite 500  
Indianapolis, IN 46250

RE: Extension of Administrative Services Agreement ("ASA") between Long Term Preferred Term Care, Inc. and TWG Capital

Dear Melanie:

This letter serves as notice that we are exercising our right to extend the Term of the Agreement until June 30, 2006 as noted in Section 1.3 of the ASA dated June 30, 2005.

Should any additional information be required, please do not hesitate to contact me.

Sincerely,

**LONG TERM PREFERRED CARE, INC.**

Thomas J. Smith  
Executive Vice President

cc: Baker & Daniels  
Amy Sanford

NOV 16 2005  
11:29 AM  
RECEIVED  
TWG CAPITAL, INC.  
6666 EAST 75TH STREET  
SUITE 500  
INDIANAPOLIS, IN 46250

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AMENDMENT NO. 1 TO SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO SERVICES AGREEMENT ("Amendment No. 1") is made this 27<sup>th</sup> day of June 2006, by and between Long Term Preferred Care, Inc., a Delaware corporation ("LTPC"), and TWG Capital, Inc., a Delaware corporation ("TWG").

RECITALS

WHEREAS, LTPC and TWG previously entered into that certain Services Agreement dated June 30, 2005 ("Agreement") whereby TWG, has agreed to provide certain services (the "Services"); and

WHEREAS, LTPC and TWG desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Section 1.3 of the Agreement shall be deleted in its entirety and the following shall be inserted:

"Subject to Section 4.1, the term of this Agreement shall commence on the Effective Date and shall terminate on September 30, 2006 (the "Term")"

2. Except as set forth herein, the Agreement remains in full force and effect and unmodified.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first written above.

TWG CAPITAL, INC.

LONG TERM PREFERRED CARE, INC.

By: Melanie Soto  
Name: Melanie S. Otto  
Title: President  
Date: 6/27/06

By: Thomas J. Smith  
Name: Thomas J. Smith  
Title: EVF PRODUCT MANAGEMENT  
Date: 6/6/06