

# **EXHIBIT B**

## AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement (“Amendment”) is made between the Lion 2004 Receivables Trust, a Delaware Statutory Trust (“Lion”), Imagine International Reinsurance Ltd., an Irish registered company (“Imagine”) and TWG Capital, Inc. (“Debtor”), this \_\_\_ day of July, 2013, with regard to the Settlement Agreement approved by the Bankruptcy Court on November 27, 2012 (the “Settlement Agreement”)

### RECITALS

WHEREAS, Imagine, Lion and Debtor are parties to the Settlement Agreement, in which the parties agreed to, among other things, a compromise and purchase of certain Materials as defined in the Settlement Agreement, including the Policytracker database, for a total purchase price of \$60,000.

WHEREAS, TWG received payment of \$30,000 in accordance with the Settlement Agreement, and the remaining amount in the sum of \$30,000 (the “Remaining Payment”) was to be paid upon satisfaction of certain conditions, including delivery of the Materials in a form satisfactory to Lion and with reasonable opportunity for Lion to confirm that the Materials were complete and in satisfactory form.

WHEREAS, a dispute has arisen between the parties whether the Policytracker database has been delivered in a satisfactory form.

WHEREAS, Imagine, Lion, and the Debtor now wish to resolve this dispute and to enter into the following Amendment to the Settlement Agreement, subject to approval by the Bankruptcy Court.

### AGREEMENT

NOW THEREFORE, and subject to the terms and conditions below, Lion, Imagine and the Debtor agree to amend the Settlement Agreement as follows:

1. The Remaining Payment shall be reduced to \$25,000, which shall be paid as follows: (a) \$15,000 shall be paid to the Debtor (the “Execution Payment”) immediately after this Amendment is fully executed by the parties and (b) \$10,000 shall be paid into an escrow account (the “Escrow Payment”) immediately after the Amendment is fully executed by the parties in accordance with the terms and conditions of paragraph 2 of this Amendment.
2. The Escrow Payment shall be paid to the trust account of the Debtor’s general bankruptcy counsel. The Escrow Payment shall be subsequently released from the escrow account to the Debtor on or before September 30, 2013 (the “Escrow Release Date”), subject to the occurrence of the following conditions: (a) entry of a final, non-appealable order of the Bankruptcy Court approving this Amendment in every respect and (b) execution of an access agreement between Imagine and AOR Insurance Services, LLC in the form attached hereto as Exhibit A. The Escrow Payment shall be returned to Lion and/or Imagine solely if either of the above two conditions are not satisfied.
3. The parties shall execute such documents as are necessary to effectuate this Amendment, including such documents as are necessary to create the escrow account and to effectuate the release or return of the Escrow Payment as required under paragraph 2 of the Amendment.

4. Upon payment of the Execution and Escrow Payments, Imagine and Lion shall have no obligation to pay any further sums to the Debtor in connection with the Settlement Agreement, and they shall have no further obligations with regard to the Remaining Payment other than as set forth in this Amendment.

5. The Debtor shall file and diligently prosecute a motion for approval of this Amendment.

6. Other than as modified by this Amendment, the Settlement Agreement shall remain in full force and effect.

7. This Amendment may be executed in counterparts, and the execution of this Amendment may be effected by facsimile or other electronic transmission of executed copies of the signature pages delivered to counsel for the parties.

DATED: July \_\_, 2013

By: \_\_\_\_\_

[Insert Name of Signer]  
[Insert Title of Signer]  
TWG Capital, Inc.

DATED: July \_\_, 2013

By: \_\_\_\_\_

[Insert Name of Signer]  
The Bank of New York Mellon, in its capacity as  
Trustee for the Lion 2004 Receivables Trust  
The Lion 2004 Receivables Trust  
a Delaware Statutory Trust

DATED: July \_\_, 2013

By: \_\_\_\_\_

[Insert Name of Signer]  
[Insert Title of Signer]  
Imagine International Reinsurance Ltd.  
an Irish registered company, and

DATED: July \_\_, 2013

By: \_\_\_\_\_

[Insert Name of Signer]  
[Insert Title of Signer]  
Imagine International Reinsurance Ltd.  
an Irish registered company.

# **EXHIBIT A**

## **Policytracker Access and Use Agreement**

**July \_\_, 2013**

**Effective Date:**

July \_\_, 2013.

**Access to Policytracker Database:**

As an accommodation at the request of TWG Capital, Inc. ("TWG"), AOR Insurance Services, LLC ("AOR") hereby grants to Imagine International Reinsurance Ltd, an Irish Registered Company ("Imagine") and the Lion 2004 Receivables Trust, a Delaware Statutory Trust ("Lion") (and their consultants and/or employees), immediate and, except for periods of downtime on account of normal maintenance or system outages outside the control of AOR, continuous login and remote access (including access from the following IP addresses: 86.47.113.237, 46.22.130.89) to the Policytracker database (the "Database") from the date of execution of this Policytracker Access and Use Agreement (the "Agreement") until the Escrow Release Date as defined in the Amendment to Settlement Agreement between Imagine, Lion, and TWG, dated July \_\_, 2013 (the "TWG Settlement Amendment"). Such login will be under a single user id in Jennifer Harden's name, with access and user permissions consistent with that provided previously under such user id. All rights of access to the Database granted by AOR to Imagine and/or Lion under this Agreement shall terminate concurrent with the occurrence of the Escrow Release Date.

**Uses of Policytracker Database:**

AOR hereby grants to Imagine and Lion a non-exclusive right and license to use, process and copy the data from the Database for the sole and limited purpose of servicing the Lion portfolio and writing software enabling on-going servicing of the Lion portfolio.

**As Is:**

The Database is provided as is, and AOR or its successors and assigns, are not responsible for any ongoing maintenance of the Database. No fees or costs shall be owing or paid by Imagine or Lion in connection with this Agreement. Imagine and/or Lion's sole remedy in the event of breach or alleged breach of this Agreement by AOR shall be withholding payment to TWG of the Escrow Payment as defined in the TWG Settlement Amendment, subject to the rights and interests of TWG to contest and pursue collection of the Escrow Payment.

**Backups of Policyholder Data:**

Immediately after execution of this Agreement, AOR shall provide to Imagine an initial backup of the Database to include all information in the Database as of June 30,

2013. In addition, upon Imagine's request, AOR shall provide a final backup of the Database to Imagine to include all information as of September 20, 2013, which shall be delivered to Imagine on or before September 25, 2013.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each of the parties hereto as of the date first written above.

**AOR Insurance Services, LLC**

**Imagine International Reinsurance Ltd.**

\_\_\_\_\_  
Name: Melanie Otto  
Title: Vice President

\_\_\_\_\_  
Name: Jimmy Doyle  
Title: Chief Executive Officer