

**Exhibit A**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

In re: ) Chapter 11  
 )  
TWG CAPITAL, INC., ) Case No. 12-11019-BHL-11  
 )  
Debtor. )

**ORDER GRANTING MOTION TO AUTHORIZE THE REJECTION  
OF CERTAIN AGREEMENTS**

This matter is before the Court on the *Motion To Authorize The Rejection Of Certain Agreements* (the "Motion") filed by TWG Capital, Inc., the debtor and debtor-in-possession in the above-captioned chapter 11 case (the "Debtor"). The Motion requests entry of an order authorizing the rejection by the Debtor of the following agreements: (i) that certain Assignment and Assumption Agreement dated as of December 30, 2004 (the "Assignment and Assumption Agreement"), between the Debtor and Long Term Preferred Care, Inc. ("LTPC"); (ii) that certain Distribution Agreement dated as of December 30, 2004 (the "Distribution Agreement"), between the Debtor and Imagine Reinsurance Limited, an Irish registered company ("Imagine"); and (iii) that certain Monitoring Agreement dated as of December 30, 2004 (the

"Monitoring Agreement," sometimes collectively hereafter with the Assignment and Assumption Agreement and Distribution Agreement, the "LION Trust Agreements"), between the Debtor, Imagine and the LION 2004 Receivables Trust, a Delaware statutory trust (the "LION Trust").<sup>1</sup> The Court, having reviewed and considered the Motion, due notice having been given to all parties entitled thereto, and being otherwise duly advised, hereby finds that good and sufficient cause exists for the granting of the relief requested in the Motion. Accordingly,

IT IS HEREBY ORDERED that:

1. The Motion is GRANTED in all respects.
2. The Debtor is authorized to reject each of the LION Trust Agreements effective as of the date of the entry of this Order.
3. It is further ordered that the Debtor's rejection of the Assignment and Assumption Agreement, the Distribution Agreement and the Monitoring Agreement, respectively, shall not compromise or otherwise effect any indemnification rights that by their terms or otherwise will survive the Debtor's rejection of the agreements or any one of them.

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.