

Exhibit A

**AGREEMENT FOR ALLOCATION OF COSTS
AND REIMBURSEMENT OF EXPENSES**

This Agreement For Allocation Of Costs and Reimbursement Of Expenses (the "Agreement") is made as of the 1st day of January 2013, by and between TWG Capital, Inc., a Delaware corporation ("TWG"), and Carmel Funding, LLC, a Delaware limited liability company ("CF").

Recitals

- A. TWG is the subject of a pending Chapter 11 bankruptcy case, in the United States Bankruptcy Court, Southern District of Indiana (the "Bankruptcy Court"), Case No. 12-11019-BHL-11 (the "TWG Bankruptcy Case");
- B. On December 31, 2012, TWG, as Seller, and CF, as Buyer, closed a sale transaction approved by prior order of the Bankruptcy Court, whereby TWG sold to CF certain assets of TWG (the "Sale");
- C. Among other things, the terms of the Sale contemplate that for an interim period of up to approximately six months post closing on the Sale: (i) TWG will require from time to time the services of (a) Mark P. Nondorf to serve as President of TWG as contemplated by that certain Employment Agreement executed by and between Nondorf and CF on December 31, 2012, and (b) in addition, the services of certain other employees of CF, all former employees of TWG, in order for TWG to perform certain of its on-going and remaining obligations pending the conclusion of the Bankruptcy Case, including, without limitation, the fulfillment of TWG's obligations under that certain settlement agreement between TWG, Imagine Reinsurance Limited and the LION 2004 Receivables Trust as approved by the Bankruptcy Court (collectively, the "TWG Remaining Business"); and (ii) CF will require from time to time the use and sharing of TWG's office space, internet access, copier equipment and technology support services in order for CF to operate and perform its business (collectively, the "CF New Business");
- D. Subject to the approval of the Bankruptcy Court, TWG and CF have agreed that it is in their mutual best interests to perform their respective obligations and businesses in an economical and efficient manner, including the sharing of (i) employees whose skills and knowledge will assist both organizations and (ii) office space, internet access, equipment and related technology; and

NOW, THEREFORE, in consideration of these mutual promises and mutual benefits, TWG and CF agree to share a variety of personnel, facilities, technology, goods and services in accordance with the terms set forth below.

Section 1. Incorporation of Recitals. The foregoing Recitals shall be made part of this Agreement as if fully set forth herein.

Section 2. Sharing of Personnel and Facilities.

2.1 Personnel. In furtherance and performance of the TWG Remaining Business, on an as needed basis commencing as of January 1, 2013, CF shall make available to TWG the services of its employees identified on Schedule 2.1 attached hereto and made part hereof, including Nondorf, to the extent they are not otherwise occupied in providing services for CF, to perform a variety of executive, administrative, programmatic, substantive, financial, and other similar functions for TWG (collectively, the "TWG Employee Lease Arrangement"). Fees payable by TWG to CF on account of the TWG Employee Lease Arrangement shall be paid as provided for in Section 3.1 hereof.

2.2 Equipment, Technology and Facilities. In furtherance and performance of the CF New Business, on an as needed basis commencing as of January 1, 2013, TWG shall make available to CF and CF's employees, office space, technology support services, copier equipment and similar items of TWG, to the extent such space, technology and property are not otherwise occupied in providing services for TWG (collectively, the "CF Overhead and Technology Arrangement"), as described in more detail on Schedule 2.2 attached hereto and made part hereof. Fees payable by CF to TWG on account of CF Overhead and Technology Arrangement shall be paid as provided for in Section 3.2 hereof.

2.3 TWG Use of CF Fixed Assets. TWG acknowledges that under the TWG Employee Lease Arrangement, when performing services for and on behalf of TWG, the employees will require access to and use of certain of those fixed assets of CF acquired from TWG as part of the Sale (the "TWG Fixed Asset Use"). CF and TWG agree, absent a determination by CF that the TWG Fixed Asset Use exceeds levels presently anticipated, no additional fees will be due and owing from TWG to CF. CF acknowledges any fees it may later seek to impose on account of the TWG Fixed Asset Use will be subject to approval of the Bankruptcy Court.

Section 3: Method of Payment.

3.1 Payment by TWG for the TWG Employee Lease Arrangement. TWG shall pay CF for all services provided on behalf of TWG by CF employees identified on Schedule 2.1, based on the proportion of the such persons' salaries and fringe benefits expended to perform or fulfill the TWG Remaining Business, as determined in accordance with time-sheets or other reasonable documentation prepared by CF's employees pursuant to instructions of CF management and agreed to by CF and TWG.

3.2 Payment by CF to TWG for the CF Overhead and Technology Arrangement. CF shall pay TWG such amount to cover overhead and other costs arising under the CF Overhead and Technology Arrangement, which shall be calculated by multiplying TWG's total overhead and operational costs by the percentage obtained by dividing the CF data records processed by the total records processed. As set forth on Schedule 2.2, the items to be reimbursed at this calculated percentage shall include, but are not limited to: (a) rent and utilities; (b) copier equipment rental and maintenance; (c) internet access, server and other

technology support fees; (d) general telephone service, exclusive of long distance charges; and (g) local taxes.

3.3. Time of Payment.

(a) TWG shall make payment to CF of the amounts due under this Agreement no less frequently than monthly on the basis of invoices submitted by CF. Amounts in arrears for more than thirty (30) days shall earn interest at the rate of 1% per month.

(b) CF shall make payment to TWG of the amounts due under this Agreement no less frequently than monthly on the basis of invoices submitted by TWG. Amounts in arrears for more than thirty (30) days shall earn interest at the rate of 1% per month.

(c) Each of TWG and CF may, at any time and from time to time up to three (3) months after termination of this Agreement upon ten (10) business days prior written notice, review the records of the other company that relate to the TWG Employee Lease Arrangement or CF Overhead and Technology Arrangement; provided, however, that neither TWG nor CF shall be entitled to more than one review during any three-month period; provided, further, that any such review shall be conducted only during the normal business hours and in a manner so as not to disrupt the business of the provider in question. Such reviews may be conducted by TWG and CF at their sole costs and expense respectively.

Section 4. Term. This Agreement is effective as of January 1, 2013 (the "Effective Date") and will continue until the earlier to occur of (a) the dismissal of the TWG Bankruptcy Case, (b) the Effective Date of a plan of reorganization of TWG confirmed by order of the Bankruptcy Court, (c) conversion of the TWG Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code, or (d) one year from the date hereof. Notwithstanding the foregoing, either TWG or CF may terminate this Agreement on 30 days written notice to the other party.

Section 5. Confidential Information. Without limiting the rights of the parties under any other agreements between the parties, with respect to all materials, documents, programs, data and information (the "Confidential Information") furnished to the TWG by CF or to CF by TWG, in connection with this Agreement, the recipient thereof agrees that it will, and shall cause each of its affiliates and each of their officers, directors, employees, stockholders, members, managers, attorneys, accountants, consultants and agents ("Representatives") to, keep confidential all Confidential Information concerning the others which it has learned in connection with the transactions contemplated by this Agreement and shall not, without the prior written consent of the other party, disclose such information to third parties or use such information except in connection with the transactions contemplated hereby; provided, however, that the recipient of the Confidential Information may disclose any information (i) that is or becomes published or generally known to the public, through no breach of this Section 5 on the part of the recipient or its Representatives or (ii) that is required to be disclosed by the recipient or its Representatives to comply with applicable law, provided that to the extent not legally prohibited, prior to disclosing any such Confidential Information as required by applicable law,

the recipient shall promptly notify the other party so that such party may seek a protective order or other appropriate remedy.

Section 6. Limitation of Liability. It is the intent of the parties that each party will be responsible for its own acts, errors and omissions and that each party is liable to the other party for any actual direct damages incurred by the non-breaching party as a result of the breaching party's failure to perform its obligations in the manner required by this Agreement. Notwithstanding the foregoing, no party will be liable hereunder for, and each party hereby expressly waives any and all rights with respect to, exemplary, punitive, presumptive, special, incidental, consequential or speculative damages.

Section 7: Miscellaneous.

7.1 Integration; Modification. This Agreement sets forth the entire agreement between the parties, and replaces and supercedes all other contracts, agreements and understandings, written or oral, relating to the subject matter hereof. The Agreement may not be changed or modified except by written instrument executed by both parties.

7.2 Governing Law. The Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana.

7.3 Assignment. This Agreement is not assignable by either party.

(Remainder of Page Intentionally Left Blank; Signature Page to Follow)

(Signature Page to Agreement For Allocation Of Costs and Reimbursement Of Expenses)

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year before mentioned.

TWG CAPITAL, INC.

By: Raymond J. Siegel

Printed: _____
Director of TWG Capital, Inc.

CARMEL FUNDING, LLC.

By: Raymond J. Siegel

Name: Raymond J. Siegel
Title: President

Schedule 2.1

Employees Providing Services to TWG Under the TWG Employee Lease Arrangement

Mark Nondorf

Melanie Otto

Jill Harbert

Sheila Urbanowich

Schedule 2.2

Shared Services Under the CF Overhead and Technology Arrangement

<u>Nature and Description</u>	<u>Name and address of other parties</u>
Lease of existing office space (7434 Shadeland Station Way)	LA/Shadeland Station, Inc. c/o Urdang Capital Management, Inc. 630 West Germantown Pike Suite 300 Plymouth Meeting, Pennsylvania 19462 Attn: Asset Management Department
Janitorial contract - current Indy office	Jan-Pro Cleaning Systems 5812 W 74th St Indianapolis, IN 46278
Internet Service - current Indy office	Comcast PO Box 3005 Southeastern, PA 19398
phone service - current Indy office	Appia Communications, Inc. 1030 Hastings Suite 100 Traverse City, MI 49686
copier maintenance agreement	OCE Imagistics, Inc. 7555 E. Hampden Ave Ste 200 Denver, CO 80231-4834
copier lease	LEAF 1720 A Crete Street Moberly, MO 65270
Postage Machine	Pitney Bowes 2225 American Drive Neenah, WI 54956-1005

IT Server Hosting

Innovative Integration
8902 Vincennes Circle, Ste B
Indianapolis, IN 46268

IT Consulting Contract

Allegiant
201 W. 103rd Street, Suite 520
Indianapolis, IN 46290

Utility provider

Citizens Gas
PO Box 7056
Indianapolis, IN 46207-7056

Utility provider

Indianapolis Power & Light
PO Box 110
Indianapolis, IN 46206-0110