

Exhibit B

Officer Services Appointment and Acceptance Acknowledgement

This Officer Services Appointment and Acceptance (this "Acknowledgement") is made as of January 1, 2013, by and between Mark P. Nondorf, an individual residing in Indianapolis, Indiana ("Nondorf"), and TWG Capital, Inc. (the "Company").

The Company is the subject of a Chapter 11 bankruptcy case designated Case No. 12-11019-BHL-11 (the "Bankruptcy Case"), pending in the United States Bankruptcy Court, Southern District of Indiana (the "Bankruptcy Court"). For all relevant periods immediately prior hereto, Nondorf was employed by the Company as its President; however, upon closing of an asset sale transaction approved by the Bankruptcy Court between the Company as Seller and Carmel Funding, LLC ("CF"), as Buyer, Nondorf was terminated as President of the Company and hired by CF as its Vice President and Chief Financial Officer. At the time of commencing Nondorf's employment with CF, Nondorf, the Company and CF all acknowledged, contemplated and agreed, subject to the approval of the Bankruptcy Court, the Company immediately would request the services of Nondorf on an interim basis to serve as President of the Company to oversee the performance by the Company of its remaining ongoing obligations and wind up the affairs of the Company through the conclusion of the Bankruptcy Case.

Accordingly, subject to the execution and approval by the Bankruptcy Court of that certain Agreement For Allocation Of Costs And Reimbursement Of Expenses between the Company and TWG dated as of January 1, 2013 ("Cost Sharing Agreement"), the Company wishes to appoint Nondorf as President of the Company.

Appointment

The Company hereby appoints Nondorf to the position of President of TWG for a period of up to six months as of the date hereof, subject to the approval by the Bankruptcy Court of that certain Agreement For Allocation Of Costs And Reimbursement Of Expenses between the Company and TWG dated as of January 1, 2013.

Acceptance

Nondorf hereby accepts the appointment to the position of President of TWG for a period of up to six months as of the date hereof, subject to the approval by the Bankruptcy Court of that certain Agreement For Allocation Of Costs And Reimbursement Of Expenses between the Company and TWG dated as of January 1, 2013. Nondorf acknowledges in his capacity as President of the Company, subject to the review of the Board of Directors, his responsibilities generally shall be that of the chief executive officer of the corporation, to have and to exercise general charge and supervision of the affairs of the corporation and its business, and do and perform such other duties or as may be assigned by the Board of Directors.

Notwithstanding the foregoing Appointment and Acceptance, each of the Company and Nondorf agree and acknowledge Nondorf's service as President in all events will terminate upon the termination of the Cost Sharing Agreement in accordance with its terms.

Indemnification

In connection with Nondorf's services as President of the Company as contemplated hereunder, the Company agrees to indemnify, defend and hold harmless Nondorf from and against claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of services by Nondorf, provided that such claim, damage, loss or expense is caused, in whole or in part, by any act, omission, neglect or misconduct of the Company, its employees, agents, directors, independent contractors or representatives or anyone for whom it may be liable, regardless of whether such claim, loss, or damage is caused in part by any act, omission, neglect or misconduct of Nondorf. Notwithstanding anything to the contrary, nothing in this Acknowledgment shall require the Company to indemnify Nondorf from claims, damages, losses, and expenses caused by the sole or willful negligence of Nondorf. Further, in connection solely with the services to be performed by Nondorf pursuant to this Acknowledgment, and expressly exclusive of any claims Nondorf may have or assert against the Company on account of his prior employment by the Company up to and through December 31, 2012, Nondorf agrees he shall have no claim hereunder against the Company and expressly waives any and all rights with respect to, exemplary, punitive, presumptive, special, incidental, consequential or speculative damages.

Governing Law

This Acknowledgment shall be governed by the laws of the State of Indiana, without regard to the conflict of law provisions thereof.

(Signature Page to Follow)

(Signature Page to Officer Services Appointment and Acceptance Acknowledgement)

"COMPANY"

TWG Capital, Inc.

By: Raymond J. Siegel

Printed: Raymond J. Siegel
Director of TWG Capital, Inc.

Mark P. Nondorf

(Signature Page to Officer Services Appointment and Acceptance Acknowledgement)

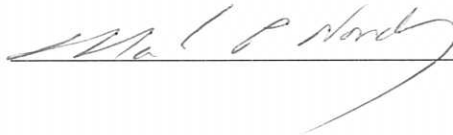
"COMPANY"

TWG Capital, Inc.

By: _____

Printed: _____
Director of TWG Capital, Inc.

Mark P. Nondorf

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