

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 EMERGENCY MOTION TO APPROVE COMPROMISE AND
SETTLEMENT PURSUANT TO RULE 9019**

This matter is before the Court on the *Emergency Motion For Approval Of Settlement Of Claims Pursuant To Rule 9019* (the "Motion") [Docket No. 200] filed by TWG Capital, Inc. (the "Debtor"), the debtor and debtor-in-possession in the above-captioned Chapter 11 case (the "Chapter 11 Case"). The Court, having considered the Settlement Motion and being otherwise duly advised, now finds that adequate notice and opportunity to object was provided and that the proposed settlement (i) is in the best interests of the Debtor's bankruptcy estate; (ii) benefits the estate and the creditors thereof; and (iii) should be approved. Accordingly,

IT IS HEREBY ORDERED that,

1. The Motion is hereby GRANTED in its entirety.

2. The Settlement¹ is approved, and the Debtor is authorized to enter into the

Settlement and execute and deliver all documents contemplated thereby pursuant to the terms and conditions set forth in the Motion-, including without limitation, a Settlement and Release Agreement, substantially in the form filed with the Court on February 8, 2013 as Document No. 211 (the "Settlement and Release Agreement").

3. In consideration of the release of the Debtor by the Lender Agent and the Senior Lenders, the release by the Debtor of the Lender Releasees (as defined in the Settlement and Release Agreement), including claims and causes of action arising under Chapter 5 of the Bankruptcy Code, shall be binding upon Debtor and any successors or assigns, including without limitation any Chapter 11 Trustee, any Chapter 7 Trustee, or any other representative of Debtor's bankruptcy estate.

4. The Debtor is authorized to satisfy the Milliman's Claim by paying to Milliman, Inc. the full amount of the Milliman's Claim using funds received by the Debtor under the Settlement and Release Agreement.

~~3.5.~~ The Debtor is authorized to satisfy the Receiver's Claim and discharge the Receiver's Lien using by paying to the Receiver the full amount of the Receiver's Claim, using (i) a portion of the Escrowed Proceeds, thereby freeing the balance of the Escrowed Proceeds for distribution to creditors of the Debtor's estate, and (ii) funds received by the Debtor under the Settlement and Release Agreement.

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Motion.

4.6. Upon the ~~IR7 Payment receipt by Milliman~~ and the ~~payment from a portion Receiver~~ of the ~~Escrowed Proceeds~~ payments of their respective claims in the amounts set forth in the Motion, (a) the Debtor shall be fully and finally released from all liability relating to the Receiver's Claim and the Milliman Claim and (b) the Receiver's Lien shall be fully discharged.

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