

**Exhibit A**

**TWG Capital, Inc. Bidding Procedures**

By its *Motion for Entry of Order (I) Approving Certain Bidding Procedures With Respect to the Sale of Substantially All of the Assets of the Debtor's Estate; (II) Scheduling an Auction and Subsequent Hearing to Consider the Sale of the Debtor's Assets; and (III) Approving the Form and Manner of Notice Thereof* (the "Procedure Motion"), TWG Capital, Inc. (the "Seller"), a debtor and debtor-in-possession in a case under Chapter 11 of the United States Bankruptcy Code (the "Chapter 11 Case"), sought approval of, *inter alia*, the procedures pursuant to which it will determine the highest or otherwise best price of the sale of substantially all of TWG's assets pursuant to the terms set forth in that certain Asset Purchase Agreement by and between (i) the Seller and (ii) Carmel Funding, LLC, as stalking horse bidder (the "Stalking Horse Bidder") dated as of September 14, 2012 (the "Purchase Agreement").

The following are the "Bidding Procedures" contemplated in the Purchase Agreement:

(a) If the Closing<sup>1</sup> with the Stalking Horse Bidder does not occur as a result of (A) the Seller's breach of the Purchase Agreement or (B) the Seller's receipt of a third party offer at the Approval Hearing (and such third party offer is subsequently approved by the Bankruptcy Court and closes), then the Stalking Horse Bidder will be entitled to receive from the Seller (i) reimbursement of its out of pocket expenses incurred and actually expended in connection with the Sale Process, not to exceed the sum of \$10,000 (the "Expense Reimbursement") and (ii) a flat fee payment (not dependent on amounts actually expended or incurred by the Stalking Horse Bidder) in cash in an amount equal to \$10,000 (together with the Expense Reimbursement, the "Break-up Fee").

(b) A prospective purchaser who wishes to submit a competing bid for the Assets must submit its bid by 5:00 p.m. EST three business days prior to the Sale Hearing (as defined in the Sale Motion) (the "Bid Deadline").

(c) No prospective purchaser will be permitted to bid at the Auction unless such party has been deemed "financially qualified" by the Seller or the Seller's advisors.

(d) No prospective purchaser(s) which bid(s) for the Assets at the Auction shall be entitled to purchase the Assets unless such prospective purchaser submits an initial deposit ("Deposit") equal to ten percent (10%) of its bid and offers to purchase the Assets for consideration (including all cash, non-cash consideration and Assumed Liabilities) which, when coupled with the consideration received by the Seller in conjunction with the Assets that may not be part of such purchaser's offer, is in an amount equal to not less than the sum of (such sum being referred to as the "Initial Overbid Amount"): (A) the Purchase

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

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Price (including the Seller's good faith valuation of those portions of the Purchase Price that will not be paid in cash), plus (B) the Break-up Fee, plus (C) \$5,000.

(e) After the Initial Overbid Amount, all further overbids must be in increments of at least \$2,500 in excess of the Initial Overbid Amount or the then prevailing bid (the "Bidding Increments"). After the Initial Overbid Amount, the Seller must consider the amount of or entitlement to payment of the Break-up Fee in determining the highest or best offer for the Assets. Should overbidding take place, the Stalking Horse Bidder shall have the right, but not the obligation, to participate in the overbidding and to be approved as the over bidder at the Sale Hearing based upon any such overbid and may credit bid the Break-up Fee.

(f) In the event of a Seller breach and a termination of the Purchase Agreement by the Stalking Horse Bidder, the Seller will pay the Stalking Horse Bidder the Break-up Fee, which shall be paid out of the Seller's bankruptcy estate, and the claim or claims of the Stalking Horse Bidder to payment of the Break-up Fee shall constitute an allowed superpriority administrative expense claim arising under Bankruptcy Code §§ 364(c), 503(b), 506(c) and 507(a)(1).

(g) If the Auction results in the selection of a bidder other than the Stalking Horse Bidder (the "Successful Bidder"), then (i) the Successful Bidder and/or the Seller shall immediately cause the Break-up Fee to be paid to the Stalking Horse Bidder directly from the proceeds associated with the sale to such Successful Bidder; provided, however, that in the event that a third party sale is not consummated within 15 days following the Sale Hearing, the Seller and the Stalking Horse Bidder shall close the transactions contemplated by the Purchase Agreement upon the terms and conditions set forth in the Purchase Agreement as modified by any Overbid by the Stalking Horse Bidder, and (ii) pursuant to §§ 364(c)(1) and 506(c) of the Bankruptcy Code, the Stalking Horse Bidder shall have superpriority administrative expense and surcharge claims payable out of the Seller's cash or Deposit of the Successful Bidder.

(h) The Deposits, unless forfeited as a result of a breach by a Successful Bidder and failure to close, shall not be property of the Seller's bankruptcy estate, shall not become the property of the Seller's bankruptcy estate to the extent necessary to pay the Break-up Fee, and no party shall have a lien on the Deposit of the Successful Bidder.

(i) All qualifying bids at the Auction shall remain open and subject to acceptance by the Seller for a period of twenty-one (21) days following entry of the Sale Order (as defined in the Procedure Motion), following which period the deposits of all bidders who were not the Successful Bidder at auction or later accepted, shall be refunded.