

Copy

B 10 (Official Form 10) (12/12)

UNITED STATES BANKRUPTCY COURT		Southern District of Indiana	PROOF OF CLAIM
Name of Debtor: TWG Capital, Inc.		Case Number: 12-11019-BHL-11	<div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 150px;"> FILED 13 MAR -4 PM 1:45 CLERK </div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Melanie S Otto			
Name and address where notices should be sent: 1523 Thames Drive Greenwood, IN 46143		COURT USE ONLY	
Telephone number: (317) 881-2622 email: melanielawson02@gmail.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.	
Telephone number: email:		<div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 150px;"> RECEIVED MAR 14 2013 BMC GROUP </div>	
1. Amount of Claim as of Date Case Filed: \$ <u>392,750.68</u>			
If all or part of the claim is secured, complete item 4.			
If all or part of the claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>violation of employment agreement</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 9 4 3 1	3a. Debtor may have scheduled account as: <u>(See instruction #3a)</u>	3b. Uniform Claim Identifier (optional): <u>(See instruction #3b)</u>	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().	
		Amount entitled to priority: \$ _____	
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

B 10 (Official Form 10) (12/12)

2

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- ☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Melanie Otto

Title: Individual

Company:

Address and telephone number (if different from notice address above):


(Signature)

3/1/13
(Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (this "Agreement"), dated as of August 6, 2007, between TWG Capital, Inc., a Delaware corporation (the "Company"), and Melanie S. Otto ("Employee").

RECITALS

A. The Company desires to employ Employee as its President and Chief Executive Officer, and Employee desires to accept such employment.

B. Employee desires to be assured of minimum compensation from the Company for Employee's services and the Company desires to provide fair and reasonable benefits to Employee, on the terms and subject to the conditions set forth in this Agreement.

C. The Company desires reasonable protection of its confidential business information which it has developed at substantial expense.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Company and Employee hereby agree as follows:

1. Employment; Duties.

(a) Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Employee as its President and Chief Executive Officer and Employee accepts such employment.

(b) Employee shall be the President and Chief Executive Officer of the Company, and shall continue to perform all of the duties consistent with the past practice of Employee's involvement with the Company (regardless of the Employee's previously designated capacity) and as determined prospectively by the Board of Directors. Employee shall be responsible primarily for (i) implementation of the strategic and operational objectives of the Company, subject to the supervision and direction of the the Board of Directors. In addition, Employee shall have and perform such further powers and duties as the Board of Directors may, from time to time, prescribe and as the Board of Directors may, from time to time, delegate to her.

(c) Employee shall perform Employee's duties hereunder faithfully, loyally and to the best of Employee's ability at the principal executive offices of the Company in Indianapolis, Indiana, and shall comply in all respects with the lawful and reasonable directions and instructions given to her by the Board of Directors and use Employee's best efforts to promote and serve the interests of the Company. Employee shall devote all Employee's business time and efforts to the Company's business on a full-time basis and shall not engage in any other business, provided, however, that Employee may (i) continue the incidental activities with respect to Employee's charitable, public, and existing business interests, and (ii) use Employee's

reasonable discretion in fixing Employee's hours and schedule of work consistent with the proper discharge of Employee's duties.

2. Employment Term.

The term of this Agreement (the "Term") shall begin on the date hereof (the "Effective Date") and end on the date which is three years after the Effective Date; provided, however, that the Term will be extended automatically for additional one-year periods (the "Extended Term") unless one party notifies the other party, in writing and at least sixty days prior to expiration of the initial Term (or thereafter prior to the expiration of each applicable one-year extension thereof) of the Effective Date, of such party's intent not to extend or further extend the Agreement. In the event that the Board of Directors of the Company, or Employee, determine not to further extend the term of this Agreement, the Term of this Agreement shall end at the later of the end of the Term or of the Extended Term. As used hereafter, "Term" shall refer to the "Extended Term," if applicable.

3. Base Salary.

Employee shall receive an annual base salary from the Company of \$200,000 (the "Base Salary"), payable at regular intervals in accordance with the Company's normal payroll practices now or hereafter in effect. To the extent Employee is employed by the Company on a relevant annual anniversary date (as set forth in this sentence) in the capacity and to the extent contemplated in Section 1 of this Agreement, and so long as the origination and operating cash flow objectives as defined in Exhibit A are met for the prior twelve-month period, Employee's Base Salary shall increase (i) on the first anniversary of this Agreement to the amount of \$250,000 and (ii) on the second anniversary of this Agreement to the amount of \$300,000. For avoidance of doubt, Employee shall be entitled to the increase to Employee's Base Salary (as specified) after the second anniversary of this Agreement regardless of whether Employee was entitled previously to an increase to Employee's Base Salary (as specified) after the first anniversary of this Agreement. For each year of the Term after the third anniversary of this Agreement, Employee's Base Salary shall be reviewed by the Board of Directors on an annual basis with a view to consideration of an appropriate increase therein (if any), based upon consideration of such factors as the Board of Directors deems appropriate. Any and all increases in the level of the Base Salary as provided for in the preceding sentence shall become the level of the Base Salary for the remainder of the Term until there is a further increase in the Base Salary as provided for herein.

4. Bonus.

(a) In addition to the Base Salary, Employee shall during the initial 3-year Term of this Agreement, receive an annual cash bonus (the "Bonus") in an amount equal to the applicable percentage of the Base Salary, substantially as set forth on Exhibit B attached hereto, based upon the Company's origination, operating cash flow, run out value per share, and other operational targets (the "Bonus Targets") for such applicable twelve month period, as determined by the Board of Directors in good faith based on the Company's year-end financial results. Such Bonus shall be payable within fifteen (15) days after the final financial statements and written

objective results for each twelve month period are presented to and approved by the Board of Directors.

(b) Within ten (10) days of the Effective Date, the Company shall pay to Employee a one-time cash bonus in the amount of \$37,500 payable in immediately available funds to an account designated by Employee; provided, however, that such one-time cash bonus shall be repayable in full to the Company in immediately available funds within ten (10) days of the cessation of Employee's employment (only with respect to Employee's termination pursuant to Section 7(a) or (d) hereof) prior to the first annual anniversary of the Effective Date. Employee acknowledges and agrees that the Company shall have a full and unconditional right of set-off with respect to any payment obligations the Company may have to Employee under this Agreement or otherwise against such repayment obligation.

5. Expenses; Vacations; Benefits.

During the Term of this Agreement:

(a) Employee shall receive reimbursement from the Company for all reasonable business expenses incurred in the course of Employee's employment by the Company, upon submission of written vouchers and statements for reimbursement.

(b) Employee shall be entitled to four weeks of paid vacation time per year. Vacation may be taken at such time or times as Employee shall select, subject to the condition that it shall be taken at a time when Employee's absence will not impair the normal business functions of the Company as determined by the Board of Directors.

(c) Subject to Section 8, Employee shall be included as a participant in all present and future employee benefit, retirement, and compensation plans generally available to employees of the Company ("Plans"), including, without limitation, the Company's 401K, hospitalization, major medical, disability and group life insurance plans, if any, each of which the Company agrees to continue in effect on terms no less favorable (with respect to any such plan, taken as a whole) than those in effect on the date hereof (as permitted by law) during the Term of this Agreement unless either (a) prior to a Sale of the Company (as defined in the Amended and Restated Investor Rights Agreement (of even date herewith)), the operating results of the Company are significantly less favorable than those for the fiscal year ended December 31, 2006, or (b) either before or after a change of control, changes in the accounting or tax treatment of such Plans would materially and adversely affect the Company's operating results or financial condition and the Board of Directors determines that modifications to such Plans need to be made to avoid such material adverse effects.

6. Stock Option Awards.

(a) Upon the effective date of the Option Plan (as defined herein), the Company shall, by resolution of its Board of Directors, grant to Employee options (the "Options") to purchase 417 shares of the Company's Common Stock at an exercise price (the "Exercise Price") equal to \$850, the fair market value of such Common Stock as of the date of

grant as determined by the Company's Board of Directors in good faith after consideration of such valuation means as it deems appropriate ("Fair Market Value"). The Options shall be granted under, and reduce the authorized number of awards available under, a Stock Option Plan to be put in place within thirty (30) days of this Agreement, be subject to the additional terms and conditions (as are set forth in the Option Plan's governing documents and Section 6 (b) below) (the "Option Plan") and shall be non-qualified stock options thereunder and shall not be intended to qualify as incentive stock options under Section 422A of the Internal Revenue Code of 1986, as amended (the "Code").

(b) Employee shall be entitled to participate in the Company's Stock Option Plan which terms and conditions are substantially set forth in the attached Exhibit C.

7. Termination.

Employee's employment by the Company may be terminated as follows:

(a) By the Company for Cause. The Company may, at any time upon written notice to Employee, immediately terminate Employee's employment for Cause. For purposes of this Agreement, "Cause" means (i) the knowing failure by Employee to comply with a written order of the Board of Directors (which such written orders shall include formal or informal minutes of meetings of the Board of Directors as communicated to Employee or as set forth in written actions of the Board of Directors), a knowing breach of this Agreement by Employee, or a knowing misrepresentation by her to the directors or officers of the Company, any of which could result in injury to the Company, (ii) the engaging by Employee in any fraudulent or dishonest conduct, acts of gross negligence in the course of Employee's employment, or the conviction of, or plea of nolo contendere by, Employee before any federal or state court for the commission of a felony, (iii) any failure by Employee to devote substantially all of Employee's business time to the Company or (iv) any act or failure to act by Employee, taken in bad faith and to the material detriment of the Company.

(b) By the Company without Cause. The Company may, upon not less than thirty days' written notice to Employee, terminate Employee's employment without Cause and for any reason; provided, however, that in lieu of providing such thirty days' advance notice, the Company may elect to terminate Employee's employment effective immediately and continue to pay the Base Salary for a period of thirty days after the effective date of such termination in the same manner as such Base Salary would have become payable pursuant to this Agreement absent such termination. If the Company elects to terminate Employee immediately as provided in the proviso of the preceding sentence, it shall so state in the Notice of Termination described below.

(c) By Employee for Good Reason. Employee may, upon thirty (30) days' prior written notice to the Company, terminate Employee's employment for Good Reason. For purposes of this Agreement, "Good Reason" shall mean (i) any material and ongoing adverse change in Employee's duties and responsibilities initiated by the Company, including, without limitation, as a result of a material diminution of Employee's duties or responsibilities or the assignment to her of duties or responsibilities which, in Employee's reasonable judgment, are inconsistent with Employee's past status with the Company, or any removal of Employee from,

or any failure to reappoint or reelect her to, the position of President and Chief Executive Officer (except in connection with the termination of Employee's employment for Cause or Disability, as a result of Employee's death, or by her for other than Good Reason); or (ii) any ongoing breach by the Company of a material term, condition or covenant of this Agreement.

(d) By Employee without Good Reason. Employee may, upon not less than sixty (60) days' written notice to the Company, unless otherwise waived by the Company in writing, terminate Employee's employment with the Company without Good Reason.

(e) Disability. The Company may, at any time upon written notice to Employee, immediately terminate Employee's employment with the Company for Disability. For purposes of this Agreement, "Disability" shall mean Employee's inability by reason of illness or other physical or mental incapacity to perform Employee's duties hereunder for a cumulative period of 180 days in any period of twelve consecutive months, provided, however, that notice of any termination by Employer for Disability shall have been given to Employee prior to the full resumption by her of the performance of such duties.

(f) Death. Employee's employment with the Company shall terminate immediately upon Employee's death.

(g) Notice. Any termination of Employee's employment hereunder, except as a result of Employee's death, shall be communicated by a written "Notice of Termination" delivered by the terminating party to the other party hereto. Any Notice of Termination delivered by the Company to Employee shall be signed by the Chairman (if any), or otherwise be authorized by formal action resolved or otherwise authorized by the Board of Directors consistent with the terms of the Amended and Restated Investor Rights Agreement of even date herewith.

8. Effect of Termination.

In the event of termination of Employee's employment with the Company pursuant to Section 7 hereof, compensation shall continue to be paid by the Company to Employee as follows:

(a) In the event of termination pursuant to Section 7(a) or 7(d), compensation provided for herein (including the Base Salary and, if not yet paid, the Bonus payable with respect to the fiscal year prior to the effective date of such termination, but excluding any Bonus payable with respect to the fiscal year during which such termination becomes effective) shall continue to be paid, and Employee shall continue to participate in the Plans and other perquisites as provided in Sections 5 and 6 hereof, through the effective date of termination specified in the Notice of Termination. Any benefits payable under any Plans as a result of Employee's participation therein through such date shall be paid in accordance with the terms of those Plans. In addition, any outstanding Options which have not been exercised in accordance with their respective terms prior to the time of delivery of the Notice of Termination shall expire immediately upon the delivery of such Notice.

(b) In the event of termination pursuant to Section 7(b) or 7(c), compensation provided for herein (including the Base Salary) shall continue to be paid, and Employee shall continue to participate in the Plans and other perquisites as provided in Sections 5 and 6 hereof, through the effective date of termination specified in the Notice of Termination. Any benefits payable under any Plans as a result of Employee's participation therein through such date shall be paid in accordance with the terms of those Plans. In addition, Employee shall be entitled to the following:

(i) Employee shall continue to receive the Base Salary for a period of twelve months after the effective date of such termination, in the same manner as such Base Salary would have become payable pursuant to this Agreement absent such termination, at the rate in effect at the time Notice of Termination is given (except that if such termination is prior to the second anniversary of this Agreement, Base Salary for purposes of this subsection (b)(i) shall be deemed to be \$300,000 or greater, if applicable). In addition, Employee shall be entitled to (x) the Bonus payable with respect to the fiscal year prior to the effective date of such termination, if not yet paid, and (y) a prorated portion of the Bonus payable with respect to the fiscal year during which such termination became effective, which shall be equal to the then applicable percentage of Base Salary as set forth on Exhibit A based upon a prorated portion of the Bonus Targets with respect to the fiscal year during which such twelve-month period ends, as reflected on or derived from the Company's unaudited internal financial statements for such year through the end of such period.

(ii) In addition, in the event of termination pursuant to Section 7(b) or 7(c), for a period of six (6) months after the effective date of such termination, the Company will maintain in full force and effect for the continued benefit of Employee and Employee's dependents each employee welfare benefit Plan (as defined in the Employee Retirement Income Security Act of 1974, as amended) in which Employee was entitled to participate immediately prior to the effective date of termination, unless an essentially equivalent and no less favorable plan (taken as a whole) is provided by a subsequent employer of Employee. If the terms of any employee welfare benefit Plan or applicable laws do not permit continued participation by Employee, the Company shall, during such six (6) month period, at its sole cost and expense, arrange to provide to Employee and Employee's dependents a benefit substantially similar to, and no less favorable than, the benefit they were entitled to receive under such Plan at the end of the period of coverage.

(iii) Also, within six months after the effective date of such termination, each outstanding vested Option may be exercised by Employee upon the terms set forth in this Agreement. All Options not exercised within such six-month period shall thereupon expire.

(iv) Except as specifically provided in Section 4(b) and clause (ii) of this Section 8(b), and subject to the collection of damages that the Company deems reasonable likely to be awarded to the Company in connection with violations of Section 9(a) and Section 9(b), the amount of any payment provided for in this subsection (b) shall not be reduced, offset or subject to recovery by the Company by reason of any compensation earned by Employee as the result of employment by another employer after the date of termination. Employee shall not be required

to mitigate the amount of any payment the Company becomes obligated to make in connection with this subsection (b), by seeking other employment or otherwise.

(c) In the event of termination pursuant to Section 7(e) or 7(f), compensation provided for herein (including the Base Salary and, if not yet paid, the Bonus payable with respect to the fiscal year prior to the effective date of such termination) shall continue to be paid, and Employee (or Employee's successors pursuant to Section 10(b) below) shall continue to participate in the Plans and other perquisites as provided in Sections 5 and 6 hereof, through the effective date of such termination. Any benefits payable under any Plans as a result of Employee's participation therein through such date shall be paid in accordance with the terms of those Plans. In addition, the Company shall, within thirty days after the effective date of such termination, pay to Employee (or Employee's successors pursuant to Section 10(b) below) a prorated portion of the Bonus payable with respect to the fiscal year during which such twelve-month period ends, which shall be equal to the then applicable percentage of Base Salary as set forth on Exhibit A based upon a prorated portion of the Bonus Targets with respect to the fiscal year during which such twelve-month period ends, as reflected on or derived from the Company's unaudited internal financial statements for such year through the end of such period. Also, within six months after the effective date of such termination, each outstanding vested Option may be exercised by Employee or Employee's guardian or successors referred to in Section 10(b) below, upon the terms set forth in the applicable agreement governing such Option under the Option Plan.

9. Restrictive Covenants.

In order to induce the Company to enter into this Agreement, Employee hereby agrees as follows:

(a) While Employee is employed by the Company and for a period of two (2) years after the effective date of termination of such employment, Employee shall not divulge or furnish any trade secrets (as defined in IND. CODE § 24-2-3-2) of the Company or any confidential information acquired by her while employed by the Company concerning the policies, plans, procedures or customers of the Company to any person, firm or corporation, other than the Company or upon their written request, or use any such trade secret or confidential information directly or indirectly for Employee's own benefit or for the benefit of any person, firm or corporation other than the Company, as such trade secrets and confidential information are confidential and shall at all times remain the property of the Company.

(b) For a period of two (2) years after the effective date of termination of Employee's employment hereunder, Employee shall not, directly or indirectly, purchase insurance commissions or participate in such other related business in which the Company is engaged as of the effective date of termination or has engaged in the two-year period immediately preceding the effective date of Employee's termination (the "Services"), or solicit the related business of, any customer of the Company as of the effective date of termination or any customer of the Company during the two-year period immediately prior to the effective date of Employee's termination by the Company, or assist any actual or potential competitor of the Company to provide the Services to, or solicit related business of, any such customer, or solicit

for employment (or other similar arrangement) any officer or employee of the Company or any of its affiliates, and Employee shall not, directly or indirectly, as principal, agent, or trustee, or through the agency of any corporation, partnership, trade association, agent or agency, engage in any business or venture which competes with the business of the Company as conducted during the two-year period immediately prior to the effective date of Employee's termination by the Company; provided, however, that Employee may own not more than five percent of the voting securities of any Person the voting securities of which are publicly traded on a national securities exchange or listed on a national market system.

(c) If Employee's employment by the Company is terminated, Employee shall immediately thereafter turn over to the Company all business correspondence, letters, papers, reports, customer lists, financial statements, credit reports or other confidential information or documents of the Company in the possession or control of Employee, all of which are and will continue to be the sole and exclusive property of the Company.

(d) Employee acknowledges that any violation of this Section 9 would cause irreparable harm to the Company, that damages for such harm would be incapable of precise measurement and that, accordingly, the Company would not have an adequate remedy at law to redress the harm caused by such violation. Therefore, Employee agrees that, in addition to any other remedies they may have, the Company shall be entitled to immediate (i.e., without prior notice) preliminary and final injunctive relief to enjoin and restrain any violation of this Section 9.

If Employee's employment by the Company is terminated during the Term of this Agreement for reasons set forth in Section 7(b) or 7(c) of this Agreement and at such time as Employee is no longer receiving Employee's Base Salary, Employee shall have no obligations to the Company with respect to noncompetition under this Section 9; provided, that the covenants relating to disclosure of trade secrets and confidential information and the restrictions on solicitation of customers under this Section 9 shall be applicable.

10. Assignment; Successors.

(a) This Agreement is personal in nature and no party hereto shall, without consent of the other, assign or transfer this Agreement or any rights or obligations hereunder except as provided in subsection (b) below.

(b) Should Employee die or become disabled while any amounts are payable to her hereunder, this Agreement shall inure to the benefit of and be enforceable by Employee's legal representatives, executors, administrators, heirs, distributees, devisees and legatees (Employee's "Estate") and all amounts payable hereunder shall be paid in accordance with the terms of this Agreement to a single representative of Employee's Estate.

12. Survival.

The respective obligations of, and benefits accorded to, the Company and Employee as provided in Sections 4(b), 8, 9, 10(b) and 19 of this Agreement shall survive termination of Employee's employment hereunder.

13. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Should any clause, portion or provision of this Agreement (including, without limitation, Section 9 hereof) be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of such provision or of this Agreement.

14. Entire Agreement.

This Agreement constitutes the entire agreement, and supersedes all other agreements, understandings, representations and warranties, both written and oral, between the parties with respect to the subject matter hereof.

15. Modification or Amendment.

The parties hereto may modify or amend this Agreement at any time, only by a written instrument duly executed and delivered by Employee and the Chairman of the Company (if any) or otherwise be authorized by formal action resolved or otherwise authorized by the Board of Directors consistent with the terms of the Amended and Restated Investor Rights Agreement of even date herewith.

16. Failure or Delay Not Waiver; Remedies Cumulative.

Except as otherwise specified herein with respect to various time and event limitations, no failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

17. Notices.

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the fifth business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), or on the date sent and confirmed by telecopy, if to Employee, to Employee at Employee's last address as it appears in the Company's payroll records; and if to the Company, to the Company's Chairman at 6666 E. 75th St., Suite 500, Indianapolis, Indiana, 46250; or to such address as either party hereto may have furnished to the other party in writing.

18. Counterparts.

This Agreement may be executed in the original or by telecopy in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Employment Agreement has been duly executed and delivered by each of the parties hereto as of the date first written above.

TWG CAPITAL, INC.

By


Mark P. Nondorf
Chief Financial Officer

"EMPLOYEE":

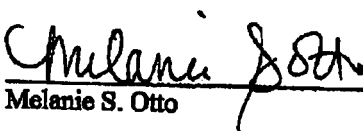

Melanie S. Otto

Exhibit A
TWG Capital, Inc.
VALUATION

INCOME STATEMENT (\$000's)	Period =	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES						
IRZ, LLC:						
Game Renewal Commissions, Existing		\$ 13,816	\$ 11,706	\$ 9,955	\$ 8,987	\$ 8,619
Game Renewal Commissions, New		6,978	19,478	28,468	41,227	53,717
TW9 Capital, Inc.:						
LTPC Cash Fees		487	478	1,034	1,289	1,288
IRI Cash Fees		-	45	101	50	69
Total Revenues		\$ 19,881	\$ 27,307	\$ 38,558	\$ 51,553	\$ 61,311
OPERATING EXPENSES						
IRZ, LLC:						
Management Fees		\$ -	\$ -	\$ -	\$ -	\$ -
TW9 Capital, Inc.:						
Personnel		\$ 1,000	\$ 1,888	\$ 2,188	\$ 2,300	\$ 2,659
General & Admin		420	448	555	639	658
Professional Fees		300	220	370	383	402
Growth Expenses		880	748	683	639	568
Total Operating Expenses		\$ 3,600	\$ 3,304	\$ 3,814	\$ 3,961	\$ 3,985
OPERATING CASH FLOW		\$ 16,281	\$ 24,003	\$ 34,744	\$ 47,592	\$ 57,326
DEPRECIATION & AMORTIZATION EXPENSES						
IRZ, LLC:						
Amortization Expense (incl. Origination Fee Amort)		\$ 12,443	\$ 10,880	\$ 23,288	\$ 26,822	\$ 36,880
TW9 Capital, Inc.:						
Depreciation Expense		20	29	39	53	70
Amortization Expense		50	50	50	50	50
Total Depreciation & Amortization		\$ 12,513	\$ 10,959	\$ 23,368	\$ 28,425	\$ 37,010
FINANCING COSTS						
IRZ, LLC:						
Total Financing Costs (incl. PMO)		\$ 6,808	\$ 8,117	\$ 10,420	\$ 12,321	\$ 13,579
Change/Funding Fees		385	451	622	591	612
TW9 Capital, Inc.:						
Total Interest Expense (incl. PMO)		2	-	-	-	-
Total Financing Costs		\$ 6,816	\$ 8,568	\$ 10,941	\$ 12,912	\$ 14,191
EBT		\$ (2,459)	\$ (1,823)	\$ 1,418	\$ 4,215	\$ 9,085
TAX		\$ -	\$ -	\$ -	\$ (1,388)	\$ (2,671)
NET INCOME		\$ (2,459)	\$ (1,823)	\$ 1,418	\$ 2,827	\$ 6,414

TWIG Capital, Inc.
VALUATIONBALANCE SHEET (0000)

	Year 1	Year 2	Year 3	Year 4	Year 5
ASSETS					
<u>RT, LLC:</u>					
Cash	\$ -	\$ -	\$ -	\$ -	\$ -
Commission Purchases, Existing	37,130	28,043	21,178	14,730	9,948
Commission Purchases, New, N	27,855	64,418	100,755	133,185	182,052
Deferred Financing Costs	4,800	3,420	1,860	980	0
TWIG Capital, Inc.:					
Cash	3,750	3,794	4,583	7,740	9,789
Prepays & Other	145	145	145	145	145
PP&E, Net	88	108	128	177	204
Deferred Financing Costs	258	200	190	50	0
TOTAL ASSETS	\$ 64,734	\$ 73,352	\$ 101,216	\$ 157,687	\$ 182,017
LIABILITIES					
<u>RT, LLC:</u>					
Senior Facility	\$ 35,800	\$ 53,941	\$ 87,916	\$ 115,768	\$ 146,837
Subordinated Debt	15,000	15,000	16,912	9,838	1,854
Existing Deferred Purch. Price	-	(2,853)	(2,853)	(2,853)	(2,853)
TWIG Capital, Inc.:					
Revolving Facility	250	-	-	-	-
TOTAL LIABILITIES	\$ 50,750	\$ 71,078	\$ 101,165	\$ 125,108	\$ 174,216
EQUITY					
<u>TWIG Capital, Inc.:</u>					
Preferred Stock, A	\$ 2,501	\$ 2,577	\$ 2,855	\$ 2,738	\$ 2,905
Common Stock & Paid in Capital	4,391	4,391	4,391	4,391	4,391
Retained Earnings	(2,009)	(5,894)	(5,853)	(3,251)	(55)
TOTAL EQUITY	\$ 3,883	\$ 1,074	\$ 1,209	\$ 3,556	\$ 7,501
TOTAL LIABILITIES & EQUITY	\$ 64,734	\$ 73,352	\$ 101,216	\$ 157,687	\$ 182,017

(3)

**TWG Capital, Inc.
VALUATION**

Period =	Year 1	Year 2	Year 3	Year 4	Year 5
	(20,946)	(44,053)	(51,000)	(54,875)	(59,875)

DISCOUNTING
Discounted Purchase Price

Exhibit B
Management Bonus Plan

The target bonus is 50% of salary if the plan presented in model is hit.
 In addition, bonus can be increased to up to 100% of salary if the plan is exceeded and/or certain organizational objectives are met (e.g. long-term initiatives, new business line, etc)

The goal is to bonus those activities that will create shareholder value over time.
 Another goal is to tie the bonus to objectives under that individual's control.

All *quantitative* measurements are versus the 5-year plan presented in the model.

Objective:	Individual Weighting of Objective			Detail on Objective Measurement:
	<u>Wallace</u>	<u>Otto</u>	<u>Nondorf</u>	
Originations	30.0%			Originations measured on an NPV basis & compared to those in the model.
Operating Cash flow	25.0%	33.3%	33.3%	Actual per financial statements, Cash flow before amortization and financing costs compared to the model
Runout value/share	25.0%	33.3%	33.3%	(NPV of adjusted expected cash flows less total debt) / # shares outstanding, actual vs. the model
Other organizational	20.0%	33.3%	33.3%	Things like building IT systems, asset management, financial reporting, sales & marketing, strategic initiatives, infrastructure development

After taking into account the % of the Objective attained and weighting for each individual, the board will consider other qualitative factors in setting the overall bonus level for each individual.

TWG INCENTIVE STOCK OPTION PLAN SUMMARY

This document summarizes the TWG Incentive Stock Option Plan and is subject to the approval of board of directors of TWG Capital, Inc. (TWG or the 'Company'), or its successor, after the close of the purchase transaction (the "Transaction") now being contemplated between the Company and Stark & Roth, Inc. (Stark).

Pool	Up to Ten (10) % of the equity value of the Company will be allocated to the incentive stock equity plan pool for the purpose of stock option awards. The reserved stock under the plan will be common shares of the Company.
Awards	Up to 66.7% of the pool will be reserved for Executive Management (CEO, Executive Vice President and CFO), and up to 33.3% of the pool will be reserved for Other Management. Awards will be made to select management team members in three tranches or grants.
Executive Management Grants	The first award grant will be at the time of the Transaction at a price of \$850 per share; the 2 nd and 3 rd award grant will be made in the discretion of the Company at the first and second year anniversary of the Transaction at a price determined by the board deemed as fair market value.
Other Management Grants	For each selected member of Other Management, the grants will be made in the discretion of the Company in January 2008, January 2009, and January 2010 concurrent with the normal annual employee review process at a price determined by the board deemed as fair market value.
Vesting	Each option award will vest over four (4) years with 25% vesting at the one year anniversary of the award grant and like amounts at the end of year 2, 3, and 4.
Investor Rights Agreement	There will be a limitations placed on the transfer of ownership of such options or shares consistent with the Investor Rights Agreement.
Expiration	All options not awarded will expire and have no remaining value at 10 years from

FIRST AMENDMENT OF EMPLOYMENT AGREEMENT

(Melanie S. Otto)

FIRST AMENDMENT (this "Amendment"), dated as of September 13, 2012, of the Employment Agreement, dated as of August 6, 2007 (the "Employment Agreement"), between TWG Capital, Inc., a Delaware corporation (the "Company"), and Melanie S. Otto ("Employee").

RECITALS

A. Pursuant to the Employment Agreement, Employee is currently employed as the President of the Company.

B. The Company and Employee have concluded that it is in their mutual best interests for Employee to resign as President of the Company but to continue as an employee of the Company subject to all of the other terms and conditions of the Employment Agreement, and they desire to amend the Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements set forth herein, the parties hereby agree as follows:

1. CERTAIN DEFINITIONS.

All capitalized terms used and not otherwise defined herein have the meanings given to them in the Employment Agreement, as amended by this Amendment.

2. AMENDMENTS TO EMPLOYMENT AGREEMENT.

2.1. Recital A.

Recital A of the Employment Agreement is hereby amended to read in its entirety as follows:

"A. The Company desires to employ Employee, and Employee desires to accept such employment."

2.2. Employment; Duties.

Sections 1(a) and (b) of the Employment Agreement are hereby amended to read in their entirety as follows:

"(a) Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Employee and Employee accepts such employment.

(b) Employee shall have and perform such powers and duties as the Board of Directors may, from time to time, prescribe and as the Board of Directors may, from time to time, delegate to her."

2.3. Definition of "Good Reason".

The second sentence of Section 7(c) of the Employment Agreement is hereby amended to read in its entirety as follows:

"For purposes of this Agreement, "Good Reason" shall mean (i) any material and ongoing adverse change after September 13, 2012, in Employee's duties and responsibilities initiated by the Company, including, without limitation, as a result of a material diminution of Employee's duties or responsibilities or the assignment to her of duties or responsibilities which, in Employee's reasonable judgment, are inconsistent with Employee's status with the Company (except in connection with the termination of Employee's employment for Cause or Disability, as a result of Employee's death, or by her for other than Good Reason); or (ii) any ongoing breach by the Company of a material term, condition or covenant of this Agreement."

3. RATIFICATION.

Except as expressly set forth herein, all of the provisions of the Employment Agreement shall remain unaltered and in full force and effect and, as amended hereby, the Employment Agreement is in all respects ratified and confirmed by the parties hereto.

4. COUNTERPARTS.

This Amendment may be executed in the original or by telecopy or other electronic means in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

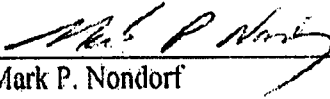
5. GOVERNING LAW.

This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof.

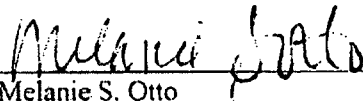
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SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by each of the parties hereto as of the date first written above.

TWG CAPITAL, INC.

By 
Mark P. Nondorf
President

"EMPLOYEE":


Melanie S. Otto

Southern District of Indiana Claims Register

12-11019-BHL-11 TWG Capital, Inc.

Judge: Basil H. Lorch, III **Chapter:** 11
Office: Indianapolis **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

Creditor: (11743832)	Claim No: 11	Status:
Melanie Otto	<i>Original Filed</i>	<i>Filed by:</i> CR
1523 Thames Drive	<i>Date:</i> 03/04/2013	<i>Entered by:</i> Lori
Greenwood, IN	<i>Original Entered</i>	Konermann
46143	<i>Date:</i> 03/04/2013	<i>Modified:</i>
Amount claimed: \$392750.68		

History:		
Details	11-1	03/04/2013 Claim #11 filed by Melanie Otto, Amount claimed: \$392750.68 (lak)
Description: (11-1) violation of employment agreement		
Remarks:		

Claims Register Summary

Case Name: TWG Capital, Inc.
Case Number: 12-11019-BHL-11
Chapter: 11
Date Filed: 09/14/2012
Total Number Of Claims: 1

Total Amount Claimed*	\$392750.68
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		