

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)	
)	
MADISON PARK CHURCH OF GOD, INC.)	Case No. 13-07430-RLM-11
D/B/A MADISON PARK CHURCH OF GOD,)	
)	
Debtor.)	
_____)	

DECLARATION OF TINAMARIE FEIL

IN SUPPORT OF APPLICATION TO EMPLOY BMC GROUP

I, Tinamarie Feil, do hereby attest and swear as follows:

1. I am the President of Client Services of BMC Group ("BMC"), whose headquarters are located at 600 First Avenue, Suite 300, Seattle, Washington 98104, and whose production offices are located at 300 N. Continental Blvd., Suite 370, El Segundo, California 90245, telephone number (310) 321-5555, *www.bmcgroup.com*. The matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the Application for Order Under 11 U.S.C. § 156(c) Authorizing the Retention of The BMC Group, Inc. as Notice, Claims and Balloting Agent for the Debtor (the "Application").¹

3. As agent and custodian of the Court records, pursuant to 28 U.S.C. § 156(c) and S.D.Ind. LR B-1007-2, BMC will perform at the request of the Office of the Clerk of the Court (the "Clerk's Office") the noticing and claims related services specified in the Application. In

¹ All capitalized terms used in this Affidavit have the meaning given to them in the Application unless otherwise specified in this Affidavit.

addition, at the Debtor's request, BMC will perform such other noticing, claims, balloting, solicitation, technical and support services specified in the Application.

4. BMC represents, among other things, that:
 - a. BMC is not a creditor of the Debtor;
 - b. BMC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as an agent in this Chapter 11 case;
 - c. by accepting employment in this Chapter 11 case, BMC waives any rights to receive compensation from the United States government;
 - d. in its capacity as the agent in this Chapter 11 case, BMC will not be an agent of the United States and will not act on behalf of the United States;
 - e. in its capacity as the agent in this Chapter 11 case, BMC will not misrepresent any fact to any person;
 - f. BMC will not employ any past or present employees of the Debtor in connection with its work as the agent in this Chapter 11 case;
 - g. BMC shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers; and
 - h. none of the services provided by BMC as agent shall be at the expense of the Clerk's Office.

5. BMC specializes in streamlining the administrative burdens created by a Chapter 11 case. BMC has acted as official notice, claims and/or balloting agent in several cases in this and other judicial districts, including *In re Eastern Livestock Co., LLC*, No. 10-93904 (Bankr. S.D. Ind. March 17, 2011); *In re Kiel Bros. Oil Co. et al.*, No. 04-11121 (Bankr. S.D. Ind. June 15, 2004), *In re Am. Commercial Lines, LLC, et al.*, No. 03-90305 (Bankr. S.D. Ind. January 31, 2003); *In re Startec Global Communications Corp.*, Case No. 01-25013 (Bankr. D. Md. January 8, 2002); *In re Chiquita Brands Int'l*, Case No. 01-18812 (Bankr. S.D. Ohio. November 28, 2001); *In re Quality Stores, Inc.*, Case No. GG 01-10662 (Bankr. W.D. Mich. November 1, 2001), *In re Webvan Group, Inc.*, Case No. 01-2404 (Bankr. D. Del. July 13,

2001), *In re Synadyne III, Inc.*, Case No. LA 01-28160 (Bankr. C.D. Cal. June 11, 2001), *In re Teligent, Inc.*, Case No. 01-12974 (Bankr. S.D.N.Y. May 21, 2001), and *In re Conseco, Inc.*, Case No. 02-49672 (Bankr. N.D. Ill. December 17, 2002).

6. To the best of my knowledge (a) neither BMC nor any of its employees has any connection with the Debtor, its creditors, the Office of the United States Trustee or any employees thereof or any other party in interest herein; (b) BMC and each of its employees are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code; and neither BMC nor any of its employees holds or represents any interest adverse to the Debtor's estates with respect to the matters upon which BMC is to be employed. While no specific identification has been made, BMC may have in the past, and likely in the future will perform services for other professionals, creditors or equity security holders of the Debtor in matters unrelated to these cases.

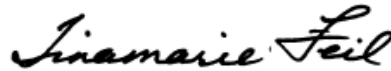
7. In performing these services, BMC will charge the rates set forth in the BMC Fee Schedule attached as Exhibit A to the Application. The rates set forth therein are at least as favorable as the prices BMC charges in cases in which the firm has been retained to perform similar services.

8. BMC shall perform the duties within the scope of its appointment as the Agent, pursuant to 28 U.S.C. § 156(c) and S.D.Ind. LR B-1007-2, regardless of whether BMC has received payment in accordance with the BMC Agreement. To the extent BMC requires redress for non-payment of its fees and expenses, it will seek relief from the Court.

9. BMC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. Section 156(c) and S.D.Ind. LR B-1007-2.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: July 16, 2013



Tinamarie Feil
President, Client Services
BMC Group, Inc.