

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor: General Media Communications Inc. 8051 N. Tamiami Trail, Unit #19 Sarasota FL 34243

Case Number: 13-12417

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): Revel Ink LLC

COURT USE ONLY

Name and address where notices should be sent: 8051 N. Tamiami Trail Unit #19 Sarasota, FL 34243 Telephone number: 941.408.8152 email: admin@revel-ink.com

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): Same

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:

RECEIVED

Amount of Claim as of Date Case Filed: \$ 4000.00 OCT 03 2013

All or part of the claim is secured, complete item 4.

BMC GROUP

All or part of the claim is entitled to priority, complete item 5.

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.

Basis for Claim: Reproduction fee for Two original images Purchase orders, invoices and proof of delivery attached

Last four digits of any number by which creditor identifies debtor: Penthouse

3a. Debtor may have scheduled account as: (See instruction #3a)

3b. Uniform Claim Identifier (optional): (See instruction #3b)

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: Real Estate Motor Vehicle Other Describe:

Basis for perfection:

Value of Property: \$

Amount of Secured Claim: \$

Annual Interest Rate % Fixed or Variable when case was filed)

Amount Unsecured: \$

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.

Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$12,475*) 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).

Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).

Amount entitled to priority: \$

Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(...).

\$

Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of



Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

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:

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. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

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: Candace Lourdes
Title: Administrator
Company: Revel Ink LLC
Address and telephone number (if different from notice address above):

Candace Lourdes Sept 30, 2013
(Signature) (Date)

Telephone number: 941.408.8152 email: admin@revel-ink.com

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).

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.

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.

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.

a. 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.

b. 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.

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.

PENTHOUSE

Purchase Order: 106457

PURCHASER: GENERAL MEDIA COMMUNICATIONS, INC. (formerly PENTHOUSE INTERNATIONAL, LTD.)
20 BROAD STREET, 14TH FLOOR, NEW YORK, NY 10005 212-702-6000 ('GMCI')

Date of Comm/Purch: 04-05-2013

PAYEE: REVEL-INK
ADDRESS: 8051 N. TAMiami TRAIL, UNIT 19,
SARASOTA, FL, USA 34243
866-574-9998

REQUESTED BY: JOHN FARACI
APPROVAL: _____

DESCRIPTION OF COMMISSION/PURCHASE AND PROPOSED ISSUE OF APPEARANCE

ARTIST	TITLE	SCT	SIZE	STYLE	ISSUE	FEE
REVEL-INK	"MAN OF STEEL" ILLUSTRATION	FF OPENER	1 Full Page	4 COLOR ORIGINAL ART	PENTHOUSE 06/2013	\$2000.00
JUNE 2013 - 1 FULL PAGE - FF OPENER		<i>Full Frontal Opener</i>				

REJECT FEE 25%

SUBTOTAL:
TAX:
ADVANCE:
TOTAL: \$2000.00

Please return all signed Purchase Orders accompanied by a dated invoice, to:

Contributor hereby sells to GMCI, and GMCI hereby purchases from Contributor, for the Fee stated above and upon the Terms and Conditions hereafter stated, the non-exclusive right to publish the images listed in the 'description' box above (singly and collectively, the 'Work') one time only, and only in the U.S.-Canada edition of PENTHOUSE, but also including advertising and promotion in all media of the issue in which the Work appears. If the Work is used on a cover, you additionally grant us the right to reproduce if for advertising and promotional use, in all media in perpetuity, but only if included in a reproduction of the entire cover as published. Contributor also grants GMCI the non-exclusive right to license the Work for publication in any duly authorized foreign edition(s) of PENTHOUSE, now existing or which may hereafter be established throughout the world, provided that the Work accompanies the same article it illustrated in the U.S.-Canada edition. Upon each exercise of this right GMCI will pay Contributor 25% of the Fee.

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2. Contributor will indemnify GMCI against any loss, cost of damages, including reasonable legal fees, as a result of or in defending any claim inconsistent with foregoing representations or asserting facts which if proven true would render them untrue.
3. Contributor assumes the risk of loss or damage for loaned material, except that GMCI will be liable for actual cash value to a limit of \$200 per item for its negligent loss or damage.
4. This agreement shall bind the parties, their heirs, assigns and successors-at-law. It is governed exclusively by the law of the State of New York applicable to contracts made and wholly to be performed in the State, except its conflict of laws rules. This contract is our only agreement. It can neither be modified nor any of its provisions waived, except by a writing signed by both parties. Neither GMCI or any of its affiliates shall be bound by the terms of any document (including, but not limited to, invoices or transmittal forms) inconsistent with this contract, whether or not previously or hereafter acknowledged, unless agreed to in a separate writing signed by a corporate officer on GMCI's letterhead.
5. If this agreement is signed by an agent, such agent independently warrants that (s)he is duly and validly authorized by Contributor to do so.

Accepted and agreed to by: _____

Contributor/Agent

SOCIAL SECURITY# _____

EIN 27-1949508

ALL COPIES MUST BE SIGNED AND RETURNED



NEW APPROACHES TO THE ORDINARY

8051 N. Tamiami Trail, Unit 19, Sarasota, FL, USA 34243
416-698-3304 941-408-8152 1-866-574-9998 admin@revel-ink.com

Invoice Date 04.15.2013
Date Due 04.15.2013

Client **John Faraci**
Art Director
General Media Communications Inc.
20 Broad Street, 14th Floor
New York, NY, USA 10005

Phone (212) 702-6062 direct
Cel
Fax 212-702-6262
email jfaraci@ffn.com

Invoice No. 1100
Purchase Order PH 106457
Docket Number Penthouse Magazine Issue 06.2013

For Revealing Entertainment Feature Opener:
Superman "Man of Steel" starring Henry Cavill
2000.00 usd

+ 25% worldwide published in context

Amount 2000.00 usd License to reproduce

Total usd 2000.00 **Make Cheque payable to Revel Ink LLC**

From: Mick Coulas <mick@revel-ink.com>
Subject: Fwd: Man Of Steel Opener Final
Date: September 29, 2013 12:52:20 PM EDT
To: Admin Revel-Ink <admin@revel-ink.com>
▷ 1 Attachment, 5.5 MB

*This image is published in
June 2013 issue*

Begin forwarded message:

From: Mick Coulas <mick@revel-ink.com>
Date: April 14, 2013 7:40:52 PM EDT
To: John Faraci <jfaraci@fn.com>
Subject: Man Of Steel Opener Final

*Delivery of PO# 106457
Invoice 1100*

Hey John

I think this hit all the points you mentioned. Please let me know what you think.

Thanks

Mick





From: Mick Coulas <mick@revel-ink.com>
Subject: **Fwd: Just in Case**
Date: September 29, 2013 12:52:29 PM EDT
To: Admin Revel-Ink <admin@revel-ink.com>

Begin forwarded message:

From: Mick Coulas <mick@revel-ink.com>
Date: April 14, 2013 7:50:31 PM EDT
To: John Faraci <jfaraci@fn.com>
Subject: Just in Case

*Delivery of 106457
Invoice 1100.*

Hey John

Just in case you wanted to run a little type behind his head, I've uploaded a layered file.

Best,

Mick

<https://dl.dropboxusercontent.com/u/15148526/Man%20of%20Steel%2002%20Layered.psd.zip>

*- link to
download file*

PENTHOUSE

Purchase Order: 107092

PURCHASER: GENERAL MEDIA COMMUNICATIONS, INC. (formerly PENTHOUSE INTERNATIONAL, LTD.)
20 BROAD STREET, 14TH FLOOR, NEW YORK, NY 10005 212-702-6000 ('GMCI')

Date of Comm/Purch: 07-16-2013

PAYEE: REVEL-INK
ADDRESS: 8051 N. TAMiami TRAIL, UNIT 19,
SARASOTA, FL, USA 34243
866-574-9998

REQUESTED BY: JOHN FARACI
APPROVAL: _____

DESCRIPTION OF COMMISSION/PURCHASE AND PROPOSED ISSUE OF APPERANCE

ARTIST	TITLE	SCT	SIZE	STYLE	ISSUE	FEE
REVEL-INK	"RUSH (MOVIE)" ILLUSTRATION	FF OPENER	1 Full Page	4 COLOR ORIGINAL ART	PENTHOUSE 10/2013	\$2000.00
	OCT 2013 - 1 FULL PAGE - FF OPENER			<i>Full Frontal opener</i>		

REJECT FEE 25%

SUBTOTAL:
TAX:
ADVANCE:
TOTAL: \$2000.00

Please return all signed Purchase Orders accompanied by a dated invoice, to:

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- Contributor will indemnify GMCI against any loss, cost of damages, including reasonable legal fees, as a result of or in defending any claim inconsistent with foregoing representations or asserting facts which if proven true would render them untrue.
- Contributor assumes the risk of loss or damage for loaned material, except that GMCI will be liable for actual cash value to a limit of \$200 per item for its negligent loss or damage.
- This agreement shall bind the parties, their heirs, assigns and successors-at-law. It is governed exclusively by the law of the State of New York applicable to contracts made and wholly to be performed in the State, except its conflict of laws rules. This contract is our only agreement. It can neither be modified nor any of its provisions waived, except by a writing signed by both parties. Neither GMCI or any of its affiliates shall be bound by the terms of any document (including, but not limited to, invoices or transmittal forms) inconsistent with this contract, whether or not previously or hereafter acknowledged, unless agreed to in a separate writing signed by a corporate officer on GMCI's letterhead.
- If this agreement is signed by an agent, such agent independently warrants that (s)he is duly and validly authorized by Contributor to do so.

Accepted and agreed to by: _____

Contributor/Agent

SOCIAL SECURITY#: _____

EIN 27-1949508

ALL COPIES MUST BE SIGNED AND RETURNED



NEW APPROACHES TO THE ORDINARY

8051 N. Tamiami Trail, Unit 19, Sarasota, FL, USA 34243
416-698-3304 941-408-8152 1-866-574-9998 admin@revel-ink.com

Invoice Date 08.07.2013
Date Due 08.07.2013

Client **John Faraci**
Art Director
General Media Communications Inc.
20 Broad Street, 14th Floor
New York, NY, USA 10005

Phone (212) 702-6062 direct
Cel
Fax 212-702-6262
email jfaraci@ffn.com

Invoice No. 1107
Purchase Order PH 107092
Docket Number Penthouse Magazine Issue 10.2013

For Revealing Entertainment Feature Opener: RUSH the movie
.Daniel Brühl, Chris Hemsworth, Olivia Wilde

+ 25% worldwide published in context

Amount 2000.00 usd License to reproduce

Total usd 2000.00 **Make Cheque payable to Revel Ink LLC**

From: Mick Coulas <mick@revel-ink.com>
Subject: **Fwd: Rush Opener**
Date: September 29, 2013 12:55:04 PM EDT
To: Admin Revel-Ink <admin@revel-ink.com>
▶ 1 Attachment, 5.4 MB

Begin forwarded message:

From: Mick Coulas <mick@revel-ink.com>
Date: July 28, 2013 9:20:14 PM EDT
To: John Faraci <jfaraci@ffn.com>
Subject: Rush Opener

*Delivery of PO# 107092
Invoice # 1107*

Hey John

Hope you had a great weekend, and I hope you're having a great day. Here's the final Rush illustration. I'm sending a link to my drop box as well, just in case. I'm out of the office this morning, I won't be back until about 2:00. If you need anything, I can take care of it immediately at that time. If it's a super emergency and it's something small, you can call Candace and she'll either do it, or get hold of me, and I'll rush back as soon as I can.

Once again thanks for a great assignment. I really like this one.

Best,

Mick

<https://dl.dropboxusercontent.com/u/15148526/Rush3.jpg.zip>





From: Mick Coulas <mick@revel-ink.com>
Subject: **Fwd: Rush Opener**
Date: September 29, 2013 12:07:19 PM EDT
To: Admin Revel-Ink <admin@revel-ink.com>

*This image is published in
~~the~~ Oct 2013 issue.*

Begin forwarded message:

From: John Faraci <jfaraci@ffn.com>
Date: July 29, 2013 10:51:08 AM EDT
To: Mick Coulas <mick@revel-ink.com>
Subject: Re: Rush Opener

*Delivery of PO# 109092
Invoice #1107*

Thanks it looks great.

On 7/28/13 9:20 PM, "Mick Coulas" <mick@revel-ink.com> wrote:

Hey John

Hope you had a great weekend, and I hope you're having a great day. Here's the final Rush illustration. I'm sending a link to my drop box as well, just in case. I'm out of the office this morning, I won't be back until about 2:00. If you need anything, I can take care of it immediately at that time. If it's a super emergency and it's something small, you can call Candace and she'll either do it, or get hold of me, and I'll rush back as soon as I can.

Once again thanks for a great assignment. I really like this one.

Best,

Mick

<https://dl.dropboxusercontent.com/u/15148526/Rush3.jpg.zip>

-link to download image

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WHERE TO FILE:

Mail original proof of claim forms and copies of supporting documentation to:

By regular US mail:

BMC Group, Inc.
Attn: FriendFinder Networks Inc. Claims
Processing
PO Box 3020
Chanhassen, MN 55317-3020

By Messenger or overnight courier:

BMC Group, Inc.
Attn: FriendFinder Networks Inc. Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

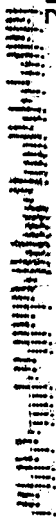
Once filed, a "Filed" stamped copy of the proof of claim will be returned to the claimant within (3) business days of docketing IF the claimant encloses a stamped, self addressed envelope with a copy of the proof of claim.

NO COPY
INCLUDED

BMC Group Inc.
18675 Lake Drive East
Chanhassen, MN
55317

Revel-INK LLC.
8051 N. Tamiami Trail Unit #19
Sarasota, FL.
34243





7013 2250 0000 8413 7685

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™

Revel Inc LLC
8051 N. Tamiami
Trail
Sarasota FL
34243



7013 2250 0000 8413 7685



1000



55317

U.S. POSTAGE
PAID
VENICE, FL
33585
OCT 01, 13
AMOUNT
\$4.62
00025218-07

RECEIVED
OCT 03 2013
BMC GROUP

BMC Group Inc.
Attn: Friend
Finder Claims Processing
18675 Lake Drive E.
Chanhassen MN
55317