

B 10 (Official Form 10) (12/11)

<b>UNITED STATES BANKRUPTCY COURT</b>		<b>Southern District of Indiana</b>	<b>PROOF OF CLAIM FILED</b>
Name of Debtor: <b>TWG CAPITAL INC</b>		Case Number: <b>12-11019</b>	<b>S. BANKRUPTCY COURT INDIANAPOLIS DIVISION</b>
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.			<b>OCT 5 2012</b>
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>LEAF</b>			<b>SOUTHERN DISTRICT OF INDIANA KEVIN P. DEMPSEY, CLERK</b>
Name and address where notices should be sent: <b>P.O. BOX 644006 CINCINNATI, OH 45264</b>			<b>COURT USE ONLY</b>
Telephone number:	email:		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Name and address where payment should be sent (if different from above):			<b>Court Claim Number:</b> _____ (If known)
Telephone number:			<b>Filed on:</b> _____
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:			
<b>RECEIVED</b>			
<b>NOV 09 2012</b>			
<b>BMC GROUP</b>			
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>13,353.35</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.			
<b>2. Basis for Claim:</b> <u>LEASE # 103-8341566-001 OCE COPIER</u> (See instruction #2)			
<b>3. Last four digits of any number by which creditor identifies debtor:</b>	<b>3a. Debtor may have scheduled account as:</b>	<b>3b. Uniform Claim Identifier (optional):</b>	
_____	_____	_____	
	(See instruction #3a)	(See instruction #3b)	
<b>4. Secured Claim (See instruction #4)</b>			
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.			
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:	
Describe:		\$ _____	
Value of Property: \$ _____		Basis for perfection: _____	
Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable		Amount of Secured Claim: \$ _____	
(when case was filed)		Amount Unsecured: \$ _____	
<b>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.</b>			
<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).	Amount entitled to priority: \$ _____
<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)( ) .	
*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.			
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

TWG Capital POC  
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**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, and security agreements. 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. (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:

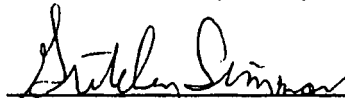
**8. Signature:** (See instruction #8)

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.     I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
 (Attach copy of power of attorney, if any.)    (See Bankruptcy Rule 3004.)

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: GRETCHEN SIMMONS  
 Title: LITIGATION SPECIALIST  
 Company: LEAF  
 Address and telephone number (if different from notice address above): \_\_\_\_\_

  
 (Signature)

10/3/12  
 (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. 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, attach a complete copy of any power of attorney, and 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.

henry.mcladine@occ.com

LEAF FUNDING, INC.

LEASE AGREEMENT

1720 A Crest Street, Moberly, MO 65270  
 Phone: 800-662-3769, Fax: 1-800-426-2628

LESSEE LEGAL NAME: <b>TWG Capital</b>		Tax ID#:	Telephone No: <b>(317) 815-1700</b>
Billing Address: <b>6666 E 75th STREET Indianapolis IN, 46250</b>		Equipment Location (if other than Billing Address):	
EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments - attach separate schedule if necessary) <b>CM4010</b>			
BASE TERM IN MONTHS <b>48</b>	TOTAL NUMBER OF LEASE PAYMENTS <b>48</b> <b>48 @ \$ 625</b> (plus taxes) followed by <b>0</b> (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair Market Value, plus taxes <input type="checkbox"/> 10% of Equipment Cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes [FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.]	(a) Advance Payment: \$ (b) Security Deposit: \$ (c) Documentation Fee: \$ Total due a + b + c = \$
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancelable, absolute, unconditional and not subject to abatement, set-off or defense.			


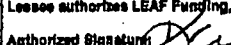

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Funding, Inc. as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the day preceding the Base Term Commencement Date ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 10% if the actual costs are different than the estimate used to calculate the Lease Payments.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us by certified mail between 90 and 180 days prior to Lease expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renew for successive 90 day periods at the same monthly Lease Payment until you provide us with the required notice and exercise the purchase option or return the Equipment. If you return the Equipment, it must be to the location we designate and you are responsible for all return costs and agree to pay us a Restocking Fee equal to one Lease Payment. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each check by phone and \$30 for each returned check.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.
- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). You will pay, when due, all taxes, fees and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- CHOICE OF LAW; THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. YOU CONSENT TO JURISDICTION THE IN STATE OR FEDERAL COURTS IN MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
- ENTIRE AGREEMENT:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.
- CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

POC: Keri Gullbrandson, Director of InfoTech  
 Keri@twgcapital.com

ACCEPTED BY LESSEE: 	Print Name: <b>Mark Nondorf</b>	Title: <b>CFO</b>
Lessee Authorized Signature	E-Mail Address: <b>mark.nondorf@twgcapital.com</b>	Date: <b>6/1/13</b>
Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorizes LEAF Funding, Inc. to pay the Equipment purchase price to the applicable vendor(s).		
Authorized Signature: 	Equipment Delivery Date: <b>6/30/09</b>	
PERSONAL GUARANTEE: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned who waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Delaware and expressly waive any right to a trial by jury.		
SIGNED X 	Print Name: <b>Keri Gullbrandson</b>	E-Mail Address: <b>keri@twgcapital.com</b>
LEAF FUNDING, INC.	Date: <b>7/2/13</b>	Accepted By: <b>Mark Nondorf</b>

ORIGINAL  
 I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL

## 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):**

<p><i>Creditor:</i> (11785639)  LEAF  P O Box 644006  Cincinnati, OH 45264</p>	<p><b>Claim No: 2</b>  <i>Original Filed</i>  Date: 10/05/2012  <i>Original Entered</i>  Date: 10/05/2012</p>	<p><i>Status:</i>  <i>Filed by:</i> CR  <i>Entered by:</i> Kenneth Wu  <i>Modified:</i></p>
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Amount claimed: \$13353.35

*History:*

Details    2-1 10/05/2012 Claim #2 filed by LEAF, Amount claimed: \$13353.35 (kwu)

*Description:*

*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

<b>Total Amount Claimed*</b>	\$13353.35
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

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

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		