

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

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF INDIANA		PROOF OF CLAIM						
Name of Debtor: <b>TWG Capital, Inc.</b>	Case Number: <b>12-11019-BHL-11</b>	<p><b>COURT USE ONLY</b></p> <p><input type="checkbox"/> Check this box if this claim amends a previously filed claim.</p> <p><b>Court Claim Number:</b> _____ <i>(If known)</i></p> <p><b>Filed on:</b> _____</p> <p><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.</p>						
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): <b>The Huntington National Bank</b>								
Name and address where notices should be sent: <b>The Huntington National Bank c/o James A. Knauer, Attorney Kroger, Gardis &amp; Regas, LLP 111 Monument Circle, Suite 900 Indianapolis, IN 46204-5125</b>		<div style="font-size: 2em; font-weight: bold; margin: 0;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold; margin: 5px 0;">NOV 09 2012</div> <div style="font-size: 1.5em; font-weight: bold; margin: 0;">BMC GROUP</div>						
Telephone number: <b>317-692-9000</b> email: <b>jak@kgrlaw.com</b>								
Name and address where payment should be sent (if different from above):								
Telephone number: _____ email: _____								
<p><b>1. Amount of Claim as of Date Case Filed:</b>      \$ <u>766,894.77</u></p> <p>If all or part of the claim is secured, complete item 4.</p> <p>If all or part of the claim is entitled to priority, complete item 5.</p> <p><input checked="" 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.</p>								
<p><b>2. Basis for Claim:</b> <u>Money Loaned, Guaranty</u> (See instruction #2)</p>								
<p><b>3. Last four digits of any number by which creditor identifies debtor:</b></p> <p style="text-align: center; font-weight: bold;">0 0 3 4</p>	<p><b>3a. Debtor may have scheduled account as:</b></p> <p>_____</p> <p>(See instruction #3a)</p>	<p><b>3b. Uniform Claim Identifier (optional):</b></p> <p>_____</p> <p>(See instruction #3b)</p>						
<p><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.</p> <p><b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate   <input type="checkbox"/> Motor Vehicle   <input type="checkbox"/> Other <b>Describe:</b> _____</p> <p><b>Value of Property:</b> \$ _____</p> <p><b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)</p>		<p><b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b></p> <p style="text-align: right;">\$ _____</p> <p><b>Basis for perfection:</b> _____</p> <p><b>Amount of Secured Claim:</b>      \$ _____</p> <p><b>Amount Unsecured:</b>                      \$ _____</p>						
<p><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></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).                 </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> <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).                 </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).                 </td> </tr> <tr> <td style="width: 33%; vertical-align: top; padding: 5px;"> <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).                 </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).                 </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).                 </td> </tr> </table> <p style="text-align: right;"><b>Amount entitled to priority:</b> \$ _____</p>			<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)(____).
<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)(____).						
<p><small>*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.</small></p>								
<p><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)</p>								

**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.  
(Attach copy of power of attorney, if any.)
- 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: James A. Knauer

Title: Attorney

Company: Kroger, Gardis & Regas, LLP

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

111 Monument Circle, Suite 900  
Indianapolis, IN 46204-5125

/s/ James A. Knauer  
(Signature)

November 7, 2012  
(Date)

Telephone number: 317-692-9000 email: jak@kgrlaw.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.

**Exhibit "A"**

**Itemized Statement of Interest and Other Charges**

Principal:	\$ 765,941.08
Interest through 09/14/2012:	953.69
<b>TOTAL:</b>	<b>\$ 766,894.77</b>

**GUARANTY AGREEMENT**  
**(TWG Capital, Inc.)**

This undertaking and agreement (this "Guaranty") is made by **TWG CAPITAL, INC.**, a Delaware corporation (the "Guarantor"), in favor of **THE HUNTINGTON NATIONAL BANK**, a national banking association (the "Bank") in consideration of the credit facilities described in this Guaranty made or to be made by the Bank to **IR FINANCE 1, LLC**, a Delaware limited liability company (the "Borrower"). This Guaranty is on the following terms:

1. **BACKGROUND OF THIS GUARANTY -- CERTAIN DEFINITIONS.** The Bank and the Borrower are parties to a Credit and Security Agreement dated the date of this Guaranty (the "Credit Agreement") under the terms of which the Bank has agreed to extend to the Borrower a revolving line of credit in the maximum aggregate outstanding principal amount of \$5,000,000.00 (referred to in the Credit Agreement as the "Revolving Loan") subject to the fulfillment of certain conditions, one of which is the execution and delivery by the Guarantor of this Guaranty. This Guaranty is made by the Guarantor in consideration of the agreement of the Bank to make the Revolving Loan (the "Loan"). All defined terms used in this Guaranty and which are not specifically defined herein are used as defined in the Credit Agreement. The term "Obligations" as used in this Guaranty means all of the obligations of the Borrower in favor of the Bank of every type and description, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including but not limited to the Borrower's obligation to repay the principal of, interest on and expenses of collection of the Loan as provided in the Credit Agreement and the other Loan Documents, including any Advances under the Revolving Loan made after this date and after the initial Revolving Loan Maturity Date pursuant to any extension or extensions of the Revolving Loan Maturity Date, all Rate Management Obligations, and all other obligations incurred pursuant to the terms of the Credit Agreement and any other Loan Document including any obligations arising on account of any amendment to or extension of the Credit Agreement or any other Loan Document. The term "Default" means an "Event of Default" as defined in the Credit Agreement.

2. **THE GUARANTY.** The Guarantor guarantees the full and prompt payment of all of the Obligations when due, whether at scheduled maturity or at maturity by virtue of acceleration on account of a Default. The Guarantor further agrees to pay to the Bank an amount equal to all expenses, including reasonable attorneys' fees, paid or incurred by the Bank after Default in endeavoring to enforce this Guaranty.

3. **FINANCIAL INFORMATION.** As long as this Guaranty is in effect the Guarantor shall furnish to the Bank the following:

- (i) **Annual Statements.** As soon as available and in any event within one hundred twenty (120) calendar days after the close of each fiscal year, financial statements of the Guarantor for such fiscal year prepared and

presented in accordance with generally accepted accounting principles, consistently applied (except for changes in which the independent accountants of the Guarantor concur) in each case setting forth in comparative form corresponding figures for the preceding fiscal year, together with the audit report, unqualified as to scope, of independent certified public accountants approved by the Bank, which approval shall not be unreasonably withheld, together with the management letter, if any, issued by such independent certified public accountants.

- (ii) Interim Statements. As soon as available and in any event within forty-five (45) calendar days after the end of each fiscal quarter, a copy of the interim financial statements of the Guarantor, consisting of a minimum of:
- A. the balance sheet as of the end of the quarter, and
  - B. a statement of income for the quarter and for the partial or full fiscal year ended as of the end of the quarter.

all in reasonable detail and accompanied by the written representation of the respective chief financial officer of the Guarantor that, to the best of the chief financial officer's knowledge, such financial statements have been prepared in accordance with generally accepted accounting principles (except that they need not include a statement of cash flows and footnotes and need not reflect adjustments normally made at year end, if such adjustments are not material in amount), consistently applied, (except for changes in which the independent accountants of the Guarantor concur) and present fairly the respective financial positions of the Guarantor and the results of their respective operations as of the dates of such statements and for the fiscal periods then ended.

- (iii) Orders. Prompt notice of any orders in any material proceedings to which the Guarantor is a party, issued by any court or regulatory agency, federal or state, and if the Bank should so request, a copy of any such order.
- (iv) Registration Statements and Reports. Promptly upon filing with the Securities and Exchange Commission or any state securities regulatory authority, copies of all registration statements and all periodic and special reports required or permitted to be filed under federal or state securities laws and regulations.
- (v) Other Information. From time to time such other information concerning the Guarantor as the Bank may reasonably request.

Each set of annual and interim financial statements required to be delivered by the Guarantor to the Bank shall be accompanied by the written representation of the chief financial officer of the

Guarantor that, to the best of the chief financial officer's knowledge, such financial statements have been prepared in accordance with generally accepted accounting principles (except that the interim statements need not include a statement of cash flows and footnotes and need not reflect adjustments normally made at year end, if such adjustments are not material in amount), consistently applied, (except for changes in which the independent accountants of the Guarantor concur) and present fairly the financial position of the Guarantor and the results of its operation as of the dates of such statements and for the fiscal periods then ended.

4. **GUARANTY ABSOLUTE.** This Guaranty shall be absolute, continuing and unconditional, irrespective of the irregularity, invalidity or unenforceability of any other Loan Document and shall not be affected or impaired by any failure, negligence or omission on the part of the Bank to realize upon and protect any collateral for any of the Obligations. This Guaranty shall remain in full force and effect until all of the Obligations have been satisfied in full and the Commitment of the Bank to make Advances under the Revolving Loan has expired. The Bank may from time to time, without notice to the Guarantor and without affecting the Guarantor's liability under this Guaranty:

- a. obtain a security interest in any property of the Borrower or of any other party or parties to secure any of the Obligations;
- b. obtain the primary or secondary liability of any party or parties in addition to the Borrower and the Guarantor with respect to any of the Obligations;
- c. extend or renew any of the Obligations for any period beyond their original due dates;
- d. release or compromise the liability of any other party or parties which are now or may hereafter become primarily or secondarily liable with respect to any of the Obligations;
- e. release any security interest which the Bank now has or may hereafter obtain in any property securing any of the Obligations and permit any substitution or exchange of any such property;
- f. proceed against the Guarantor for payment of the Obligations, whether or not the Bank shall have resorted to any property securing any of the Obligations or shall have proceeded against the Borrower or any other party primarily or secondarily liable with respect to any of the Obligations;
- g. amend the terms of the Credit Agreement together with the Borrower from time to time in any particulars; or
- h. extend loans and other credit accommodations to the Borrower in addition to the Revolving Loan and increase the maximum amount which may be lent to the Borrower under the Revolving Loan.

5. **ASSIGNMENT AND PARTICIPATIONS.** The Bank may, without notice to the Borrower or the Guarantor, sell or otherwise assign all or any portion of the Obligations and any participations therein, and upon any such sale or assignment, the transferee shall have the right to enforce this Guaranty to the extent of the transferee's interest directly against the Guarantor as fully as if the transferee were specifically named in the Guaranty as the holder of such interest, but the Bank shall have the unimpaired right to enforce this Guaranty for the benefit of the Bank and for the benefit of any participant in respect of whose participation the Bank has retained such right.

6. **WAIVER OF SUBROGATION.** In order to induce the Bank to make the Loan in reliance, in part, upon this Guaranty, notwithstanding the fact that the Guarantor is an "insider" with respect to the Borrower, as the term "insider" is defined in the Bankruptcy Code, the Guarantor waives for itself, its legal representatives and assigns any right of indemnity, reimbursement or contribution from the Borrower or any other person obligated with respect to any of the Obligations (any such other person being referred to hereafter in this paragraph as a "Co-Obligor") or from the property of the Borrower or from the property of any Co-Obligor, and the Guarantor further waives any right of subrogation to the rights of the Bank against the Borrower or any Co-Obligor or the property of the Borrower or any Co-Obligor which would otherwise arise by virtue of any payment made by the Guarantor to the Bank on account of this Guaranty, whether any such right of indemnity, reimbursement, contribution or subrogation would otherwise arise by virtue of contract, whether express or implied, with any person or as a matter of law or equity, and the Guarantor undertakes on behalf of itself, its legal representatives and assigns that neither the Guarantor nor the Guarantor's legal representatives or assigns will attempt to exercise or accept the benefits of any such right and should the Guarantor or the Guarantor's legal representative or assigns receive any payment or distribution of money or other property on account of such right notwithstanding the provisions of this paragraph, such money or other property shall be held in trust by the recipient for the Bank and shall immediately be delivered to the Bank for application to the Obligations in the same form as received, with the addition only of such endorsements or assignments as may be necessary to perfect the title of the Bank thereto.

7. **OTHER WAIVERS.** The Guarantor waives: (i) notice of the acceptance of this Guaranty, (ii) notice of the existence and creation of all or any of the Obligations, (iii) notice of nonpayment of any of the Obligations, (iv) diligence by the Bank in collection of the Obligations and the protection of or realization upon any collateral for the Obligations, and (v) any and all defenses available to Guarantor based on suretyships or impairment of collateral, including but not limited to those provided by Indiana Code Sec.26-1-3.1-605. The Guarantor will not cause or permit any of Guarantor's property, business, or assets to be sold, terminated, assigned, leased, conveyed, pledged or otherwise transferred or encumbered without fair and adequate consideration so long as any of the Obligations remains unpaid.

8. **REINSTATEMENT.** If any amount which is paid to the Bank by the Borrower or any other party and which is applied by the Bank to the satisfaction of any of the Obligations, is

returned by the Bank to the Borrower or such other party or a trustee in Bankruptcy or other legal representative of the Borrower or such other party by virtue of a claim that such payment constituted a voidable preference under the Bankruptcy Code or under any state insolvency law, whether such amount is returned under court order or pursuant to settlement of the claim of preference, then this Guaranty shall be reinstated as to such amount as though such payment to the Bank had never been made and notwithstanding any intervening return or cancellation of any note or other instrument or agreement evidencing the reinstated Obligations.

9. **SUBORDINATION.** All obligations of the Borrower to the Guarantor (the "Junior Obligations") are and shall hereafter be subordinate and inferior in right of payment to all of the Obligations. Notwithstanding any provision to the contrary contained in promissory note or any other agreement between the Borrower and the Guarantor with respect to the Junior Obligations, the Borrower shall not make and shall not be required to make any payment on account of the principal of or interest on the Junior Obligations until the Obligations have been paid in full. Notwithstanding the foregoing, prior to the occurrence of an Event of Default or Unmatured Event of Default as defined in the Credit Agreement, the Borrower may make regularly scheduled payments of principal and interest on the Junior Obligations. In the event of the liquidation of the Borrower or the distribution of any of its assets or the securities of any successor on account of any liquidation, bankruptcy, receivership, reorganization, assignment for the benefit of creditors or similar proceeding, the Guarantor shall not be entitled to any payment or distribution on account of any Junior Obligation until all Obligations have been satisfied in full.

10. **MISCELLANEOUS.** This Guaranty shall be binding upon the Guarantor, upon the Guarantor's legal representatives, successors and assigns. If any provision of this Guaranty is determined to be illegal or unenforceable, such provision shall be deemed to be severable from the balance of the provisions of this Guaranty and the remaining provisions shall be enforceable in accordance with their terms.

11. **CHOICE OF LAW.** This Guaranty is made under and will be governed in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

12. **AUTHORITY.** In order to induce the Bank to accept this Guaranty and to make the Loan to the Borrower, the Guarantor represents and warrants to the Bank that: (i) the Guarantor is a corporation organized, existing and in good standing under the laws of the State of Delaware; (ii) the execution and delivery of this Guaranty are within the Guarantor's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene or conflict with any provision of law or of the Articles of Incorporation or By-laws of the Guarantor or of any agreement binding upon the Guarantor or its properties, and (iii) this Guaranty is the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.





**REAFFIRMATION OF GUARANTY AGREEMENT**

The undersigned, **TWG CAPITAL, INC.**, a Delaware corporation (the "Guarantor"), being the Guarantor under that certain Guaranty Agreement dated as of July 25, 2008 (the "Guaranty"), pursuant to which the undersigned guaranteed the obligations of **IR FINANCE 1, LLC**, a Delaware limited liability company (the "Company") to **THE HUNTINGTON NATIONAL BANK**, a national banking association (the "Bank") under the terms of that certain Credit and Security Agreement dated as of July 25, 2008, entered into by and between the Company and the Bank, as previously amended (collectively, the "Credit Agreement"), hereby consents to the execution of that certain Second Amendment to Credit Agreement to be entered into by and between the Company and the Bank dated as of even date herewith (the "Amendment"), and hereby agrees that the Obligations (as defined in the Guaranty) shall include the obligations of the Company to the Bank under the Credit Agreement as amended by the Amendment, which Amendment, among other things, renews the maturity date of the Revolving Loan guaranteed thereunder to October 5, 2010, reduces the maximum principal amount of the Revolving Loan to \$1,600,000.00, and makes a new term loan to the Company in the original principal amount of \$3,150,000.00 having a maturity date of January 5, 2015 (referred to as the "Term Loan"), and the Guarantor hereby reaffirms its Obligations under, and agrees to be bound by, the terms of the Guaranty, and agrees that the Obligations guaranteed under the Guaranty shall include the obligation of the Company to repay all principal and accrued interest of the Term Loan.

Further, the Guarantor acknowledges that while it may be the present practice of the Bank to obtain its consent to the execution and delivery of the Amendment, the Bank may discontinue any such practice in the future and such discontinuance shall not be construed as a waiver of the Bank's right, in its discretion, to enter into any further amendments to or grant any further waivers of any of the terms and conditions of the Credit Agreement without the consent of the Guarantor, and the Bank's failure to request or obtain the consent of the Guarantor to any such amendment or waiver shall not affect the liability of the Guarantor to the Bank under the Guaranty.

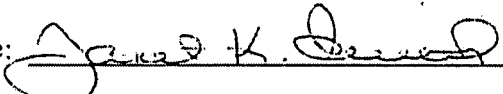
**IN WITNESS WHEREOF**, the undersigned has executed this Reaffirmation of Guaranty Agreement by its duly authorized officer on December ~~23~~, 2009, but with effect as of October 5, 2009.

**TWG CAPITAL, INC.**, a Delaware corporation

By: Melanie S. Ott  
Melanie S. Ott, President  
(Printed Name and Title)

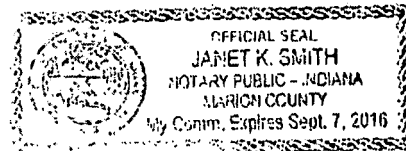
STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared MELANIE S. OTTO, the PRESIDENT of TWG CAPITAL, INC., a Delaware corporation, who as such authorized officer acknowledged the execution of the foregoing Reaffirmation of Guaranty Agreement on behalf of said corporation this 23<sup>rd</sup> day of DECEMBER 2009.

Signature:   
Printed: JANET K. SMITH  
Notary Public

My Commission Expires: 9-7-16

My County of Residence: Marion



**REAFFIRMATION OF GUARANTY AGREEMENT**

The undersigned, **TWG CAPITAL, INC.**, a Delaware corporation (the "Guarantor"), being the Guarantor under that certain Guaranty Agreement dated as of July 25, 2008 (the "Guaranty"), pursuant to which the undersigned guaranteed the obligations of **IR FINANCE 1, LLC**, a Delaware limited liability company (the "Company") to **THE HUNTINGTON NATIONAL BANK**, a national banking association (the "Bank") under the terms of that certain Credit and Security Agreement dated as of July 25, 2008, entered into by and between the Company and the Bank, as previously amended (collectively, the "Credit Agreement"), hereby consents to the execution of that certain Fifth Amendment to Credit Agreement to be entered into by and between the Company and the Bank dated as of even date herewith (the "Amendment"), and hereby agrees that the Obligations (as defined in the Guaranty) shall include the obligations of the Company to the Bank under the Credit Agreement as amended by the Amendment, which Amendment, among other things, provides for the making of a new term loan to the Company in the original principal amount of \$428,831.89 with a maturity date of March 5, 2016, which is identified as "Term Loan II" in the Amendment, and the Guarantor hereby reaffirms its Obligations under, and agrees to be bound by, the terms of the Guaranty, and agrees that the Obligations guaranteed under the Guaranty shall include the obligation of the Company to repay all principal and accrued interest of Term Loan II in addition to the Term Loan.

Further, the Guarantor acknowledges that while it may be the present practice of the Bank to obtain its consent to the execution and delivery of the Amendment, the Bank may discontinue any such practice in the future and such discontinuance shall not be construed as a waiver of the Bank's right, in its discretion, to enter into any further amendments to or grant any further waivers of any of the terms and conditions of the Credit Agreement without the consent of the Guarantor, and the Bank's failure to request or obtain the consent of the Guarantor to any such amendment or waiver shall not affect the liability of the Guarantor to the Bank under the Guaranty.

**IN WITNESS WHEREOF**, the undersigned has executed this Reaffirmation of Guaranty Agreement by its duly authorized officer as of March 5, 2011.

**TWG CAPITAL, INC.**, a Delaware corporation

By: 

Mark Nondorf, Chief Financial Officer

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

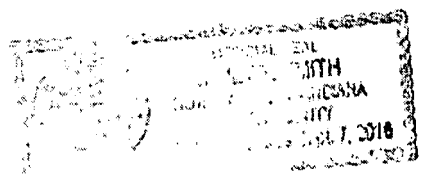
Before me the undersigned, a Notary Public in and for said County and State, personally appeared Mark Nondorf, the Chief Financial Officer of TWG CAPITAL, INC., a Delaware corporation, who as such authorized officer acknowledged the execution of the foregoing Reaffirmation of Guaranty Agreement on behalf of said corporation this 23<sup>rd</sup> day of March, 2011.

Signature: Janet K. Smith

Printed: Janet K. Smith  
Notary Public

My Commission Expires: 9-7-16

My County of Residence: Marion



# 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> (11851852)  The Huntington National  Bank  c/o James A. Knauer,  Attorney  Kroger, Gardis &amp; Regas,  LLP  111 Monument Circle, Suite  900  Indianapolis, IN 46204-  5125</p>	<p><b>Claim No: 8</b>  <i>Original Filed</i>  Date: 11/07/2012  <i>Original Entered</i>  Date: 11/07/2012</p>	<p><i>Status:</i>  <i>Filed by:</i> CR  <i>Entered by:</i> James A.  Knauer  <i>Modified:</i></p>
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Amount claimed: \$766894.77

*History:*

Details    8-1    11/07/2012 Claim #8 filed by The Huntington National Bank, Amount claimed: \$766894.77 (Knauer, James)

*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>	\$766894.77
<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.**

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