

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

PROOF OF CLAIM

Name of Debtor:  
**TWG Capital, Inc.**

Case Number:  
**12-11019-BHL-11**

NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property):

**221 Partners Fund, LP**

RECEIVED

Name and address where notices should be sent:

**221 Partners Fund, LP  
221 N. LaSalle St.  
Suite 900  
Chicago, IL 60601**

JUN 05 2013

BMC GROUP

**pay@221partners.com**

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number **(312) 423-7894** email: **pay@221partners.com**

Name and address where payment should be sent (if different from above):

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number (if known):

Filed on:

Payment Telephone Number ( ) email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ **74,000**

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: **Note signed by TWG Capital, Inc in 2011**

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

3a. Debtor may have scheduled account as:

**Loan Payable**

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. SECURED CLAIM: (See instruction #4)

Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$

Nature of property or right of setoff:

Describe:

Real Estate  Motor Vehicle  Other

Basis for Perfection:

Amount of Secured Claim: \$

Value of Property: \$

Amount Unsecured: \$

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

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.

Amount entitled to priority: \$

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$

You MUST specify the priority of the claim:

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

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

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).

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

Wages, salaries, or commissions (up to \$11,725\*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

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

Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

\* 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)



**7. DOCUMENTS:** Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and 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 definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  
If the documents are not available, please explain:

**DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

This proof of claim must be filed electronically via the Court's CM/ECF system, or the original signed copy of this completed proof of claim must be sent by mail or hand delivered (FAXES NOT ACCEPTED), to one of the following addresses, so that it is actually received NO LATER THAN 11:59 pm, prevailing Eastern Time on June 7, 2013 for Non-Governmental Claimants OR NO LATER THAN 11:59 pm, prevailing Eastern Time on August 7, 2013 for Governmental Units:

BY MAIL TO:  
BMC Group, Inc.  
Attn: TWG Capital Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:  
BMC Group, Inc.  
Attn: TWG Capital Claims Processing  
18675 Lake Drive East  
Chanhassen, MN 55317

**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.)  
(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: 221 Partners Fund LP Raymond J. Siegel  
Title: Manager  
Company: 221 Partners Fund LP      Raymond J. Siegel  
Address and telephone number (if different from notice address above): \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

Telephone number: \_\_\_\_\_ email: ray@221partners.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.

TWG CAPITAL, INC.


PROMISSORY NOTE

\$ 74,000.00

May 10, 2011

FOR VALUE RECEIVED, the undersigned, TWG Capital, Inc., a Delaware corporation (the "Company"), hereby promises to pay to the order of Cardinal Growth II, L.P., or its assigns (the "Holder"), the principal amount of SEVENTY FOUR THOUSAND DOLLARS (\$74,000.00), or, if less, the aggregate outstanding principal amount of all Advances made to the Company hereunder, together with interest on the principal amount of this Promissory Note (this "Note") outstanding from time to time until such principal amount is paid in full, at such interest rate, and at such times and upon such other terms and conditions, as are specified in this Note, as follows:

**1. Advances.**

Upon request by the Company on or about each of May 10, May 27, June 17 and July 8, 2011, the Holder shall make four separate advances to the Company in the amount of \$18,500 each (each, an "Advance"). Each Advance shall be made upon request by the Company, specifying the requested date of such advance and wire instructions for the payment thereof in immediately available funds. Each Advance shall be used solely for general working capital purposes in the ordinary course of the Company's business. 

**2. Interest.**

Interest shall accrue on the principal amount of this Note outstanding from time to time until such principal amount is paid in full, at the rate of 0.56% per annum (computed on the basis of a 365-day year for the actual number of days elapsed), compounded annually, but such interest shall not be due and payable until the Maturity Date (as hereinafter defined) or upon any prepayment hereof as provided for below. Notwithstanding anything herein to the contrary, in no event shall the interest payable on this Note exceed the maximum rate permitted by applicable law.

**3. Payment of Principal.**

The entire outstanding principal amount of this Note, together with accrued and unpaid interest thereon, shall be due and payable on May 10, 2012. The Company may prepay the outstanding principal amount of this Note at any time, in whole or in part, without premium or penalty, together with accrued and unpaid interest on the principal amount being prepaid to the date of prepayment. Each payment of any part of this Note shall be applied first to accrued and unpaid interest, and then to principal.

**4. Remedies Upon Events of Default.**

4.1. Events of Default Defined. Any one or more of the following shall constitute an "Event of Default" under this Note:

(a) the Company defaults in the payment of any principal or interest on this Note for more than three business days after the same becomes due and payable, whether at the date fixed for payment or by declaration or otherwise; or

(b) the Company defaults in the performance of or compliance with any other term contained in this Note and such default is not remedied within 5 business days after the Company receiving written notice of such default from the Holder; or

(c) the Company (i) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (ii) makes an assignment for the benefit of its creditors, (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (iv) is adjudicated as insolvent or to be liquidated, or (v) takes corporate action for the purpose of any of the foregoing; or

(d) a court or governmental authority of competent jurisdiction enters an order appointing, without consent by the Company, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up or liquidation of the Company, or any such petition shall be filed against the Company.

4.2. Rights and Remedies. Upon the occurrence of any Event of Default which shall be continuing, this Note shall become immediately due and payable upon written declaration to that effect delivered by the Holder to the Company (provided, that upon the occurrence of an Event of Default specified in Section 4.1(c) or (d), this Note shall become immediately due and payable). Upon this Note becoming due and payable under this Section 4.2, whether automatically or by declaration, this Note will forthwith mature and the entire unpaid principal amount of this Note, plus all accrued and unpaid interest thereon, shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Holder's rights and remedies hereunder, or allowed to it by law or equity, shall be cumulative and may be exercised from time to time. No failure by the Holder to exercise, and no delay in exercising, any right or remedy will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or of any other right or remedy. Without limiting the foregoing, the Company shall pay to the Holder on demand such further amount as shall be sufficient to cover all costs and expenses of the Holder incurred in any enforcement or collection of this Note including, without limitation, reasonable attorneys' fees, expenses and disbursements.

5. **Miscellaneous.**

5.1. Form of Payments. All payments of principal of and interest on this Note shall be made in lawful money of the United States of America at the Holder's address for notices specified below.

5.2. Payments on Non-Business Days. Whenever any payment hereunder is due on a Saturday, a Sunday or a day on which commercial banks in Indianapolis, Indiana are required or authorized to be closed, such payment shall be made on the next succeeding business day.

5.3. Notices. All notices, demands 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 or by courier service, on the fifth business day after being mailed by United States mail, in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section), if to the Company, to TWG Capital, Inc. 6666 E 75<sup>th</sup> Street Suite 500, Indianapolis, Indiana 46250. Attention: President, telecopier no.: (317) 813-1701; and if to the Holder, to Cardinal Growth II, LP, 401 South LaSalle Street, Suite 1302, Chicago, Illinois 60606, Attention: Joseph McInerney, email [jmcinerney@cardinalgrowth.com](mailto:jmcinerney@cardinalgrowth.com).

5.4. Certain Waivers. Except as otherwise expressly provided herein, the Company and all guarantors and endorers of this Note, if any, hereby waive presentment, demand, protest or notice and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Note.

5.5. Assignment or Transfer. Upon surrender of this Note for transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the Holder hereof or such Holder's duly authorized attorney, a new Note for a like principal amount will be issued to and in the name of the transferee. Prior to its receipt of written notice of a valid transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

5.6. Governing Law. This Note 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.

5.7. Waiver of Jury Trial. The Company and the Holder, by acceptance of this Note, each hereby irrevocably waives any right to have a jury participate in resolving any claim, suit, action or other proceeding arising out of or relating to this Note or any of the transactions contemplated hereby.

IN WITNESS WHEREOF, this Promissory Note has been duly executed and delivered by the Company as of the date first written above.

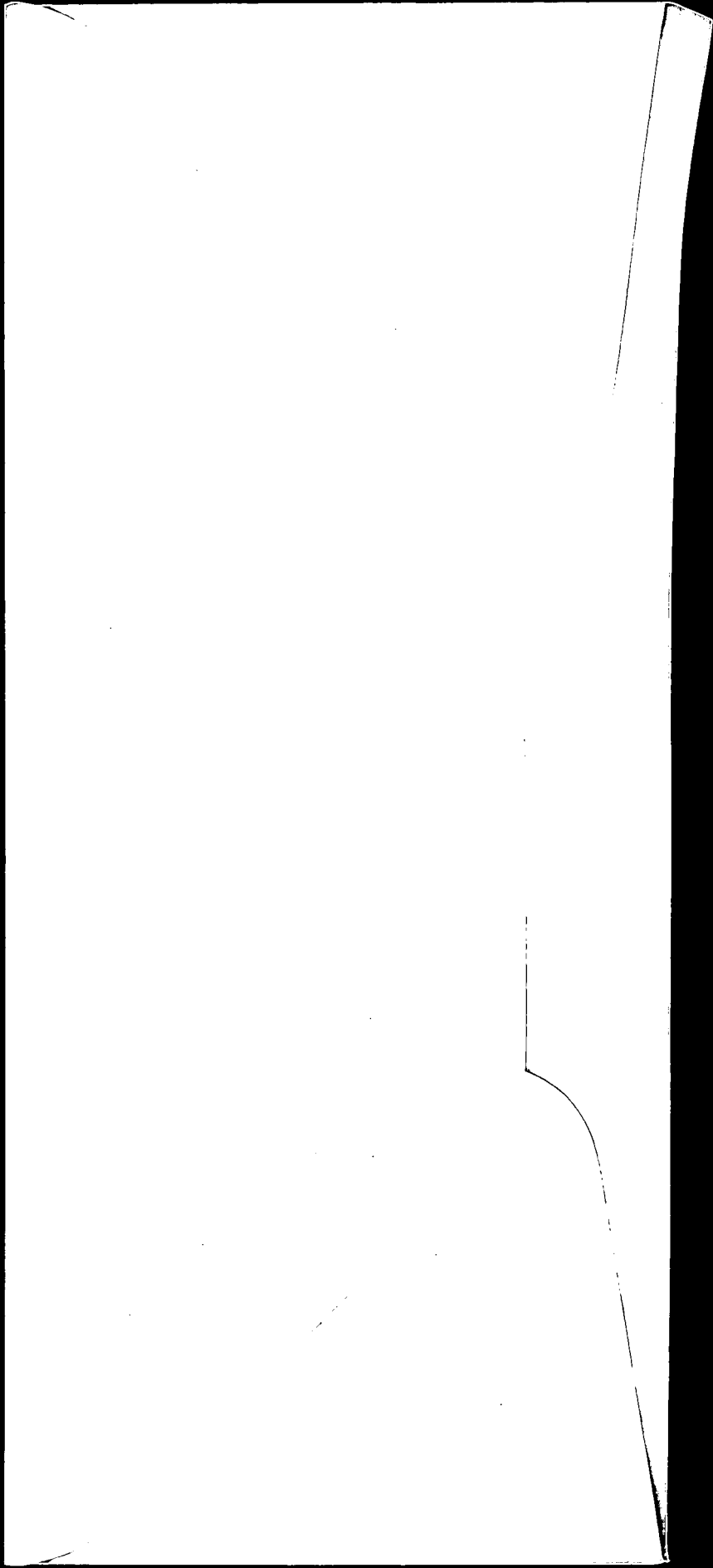
TWG CAPITAL, INC.

A handwritten signature in cursive script, appearing to read "Melanie S. Otto", is written over a horizontal line.

Melanie S. Otto /  
President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BMC Group, Inc**  
**Attn: TWG Capital Claims Processing**  
**PO Box 3020**  
**Chanhasen, MN 55317-3020**





From: (847) 441-6330  
Ray Siegel  
RJS ASSOCIATES, LTD  
1075 HILL ROAD

Origin ID: OBKA



Ship Date: 03JUN13  
ActWgt: 0.4 LB  
CAD: 2054755/INET3370

WINNETKA, IL 60093



J13111302120326

SHIP TO: (847) 867-4019

BILL SENDER

**TWG Capital Claims Processing**  
**BMC Group, Inc.**  
18675 Lake Drive East

CHANHASSEN, MN 55317

Delivery Address Bar Code

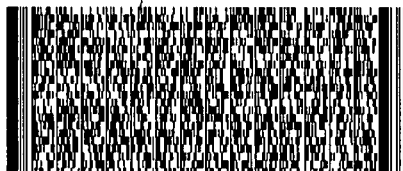


Ref #  
Invoice #  
PO #  
Dept #

RECEIVED  
JUN 05 2013  
BMC GROUP

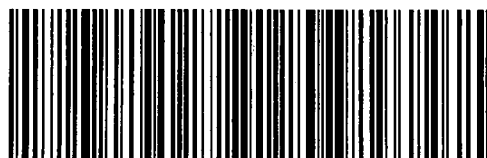
TUE - 04 JUN 3:00P  
STANDARD OVERNIGHT

TRK# 7999 0351 6413  
0201



**XH FBLA**

55317  
MN-US  
MSP



519G11077763AB

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

