

| UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE   |  | PROOF OF CLAIM   |
|---|--|--|
| Indicate the Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)<br><input checked="" type="checkbox"/> Cynergy Data, LLC – (Case No. 09-13038) <input type="checkbox"/> Cynergy Data Holdings, Inc. – (Case No. 09-13039) <input type="checkbox"/> Cynergy Prosperity Plus, LLC – (Case No. 09-13040)   |  |  |
| Name of Creditor (the person or other entity to whom the debtor owes money or property):<br><br>AMERICAN STANDARD FINANCE COM<br><br>Name and address where notices should be sent: Name ID: 8455193                      Pack No. 139<br><br>AMERICAN STANDARD FINANCE COM<br>401 N MILAS ST<br>SANTA BARBARA, CA 93101<br><br>Telephone No. _____   |  | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.<br><b>Court Claim Number:</b> _____<br>(if known)<br><br>Filed on: _____  |
| Name and address where payment should be sent (if different from above):<br><br>Telephone No. _____   |  | <input type="checkbox"/> 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.<br><br><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.   |
| 1. Amount of Claim as of Date Case Filed: \$ <u>34,402.20</u><br><br>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.<br><br>If all or part of your claim is entitled to priority, complete item 5.<br><br><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges  |  | 5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.<br><br>Specify the priority of the claim.   |
| 2. Basis for Claim: <u>Rolling Reserve Account</u><br>(See instruction #3a on reverse side.)  |  | <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).   |
| 3. Last four digits of any number by which creditor identifies debtor: <u>2000</u><br><br>3a. Debtor may have scheduled account as: <u>MSDQ Productions LLC</u><br>(See instruction #3a on reverse side.)<br>3b. Creditor Tax ID #: <u>26-2743134</u>   |  | <input type="checkbox"/> Wages, salaries, or commission (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier – 11 U.S.C. § 507(a)(4).  |
| 4. Secured Claim (See instruction #4 on reverse side.)<br>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.<br><br>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other<br>Describe:<br><br>Value of Property: \$ _____ Annual Interest Rate: _____ %<br><br>Amount of arrearage and other charges as of time case filed included in secured claim,<br>if any: \$ _____ Basis for Perfection: _____<br><br>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____   |  | <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5).<br><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7).<br><input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8).<br><input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____). |
| 6. Section 503(b)(9) Claim Amount: _____<br><input type="checkbox"/> Check this box if your claim is for the value of goods received by the debtor within 20 days before the date of commencement of the case (11 U.S.C. § 503(b)(9)). Include the amount of such claim in the space for "Section 503(b)(9) Claim Amount" above.  |  | Amount entitled to priority:<br>\$ _____<br><br>* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with response to cases commenced on or after the date of adjustment.  |
| 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.<br>8. Documents: Attach 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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)<br><br>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING.<br>If the documents are not available, please explain: |  |  |
| JAN 26 2010 SUSAN QUINN OWNER/PRES. <u>Susan Quinn</u><br>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.   |  | RECEIVED<br>FOR COURT USE ONLY<br>JAN 29 2010<br>KURTZMAN CARSON CONSULTANTS   |

# CHARTER CLAIBORNE HUGHES

*Attorney at Law*

21 East Canon Perdido Street, Suite 218  
Santa Barbara, California 93101

Telephone  
(805) 965-6810

Facsimile  
(805) 617-3378

January 28, 2010

Cynergy Claims Processing Center  
c/o Kurtzman Carson Consultants LLC  
2335 Alaska Avenue  
El Segundo, CA 90245

**VIA U.S. MAIL**

✓ Cynergy Claims Processing Center  
c/o Kurtzman Carson Consultants LLC  
2335 Alaska Avenue  
El Segundo. CA 90245

**VIA FEDERAL EXPRESS**

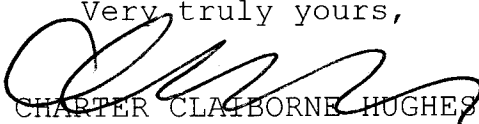
Re: Proof of Claim  
Cynergy Data LLC

Dear Sir or Madam:

Enclosed herewith please find 4 Original Proof of Claim forms together with a copy for acknowledgement and self-addressed, stamped return envelope.

Thank you for your courtesy and cooperation. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

  
CHARTER CLAIBORNE HUGHES

CCH/tjm  
Enclosures  
cc: MDSQ Productions



## Application Status Reports

### Application Record

|                                |   |
|--------------------------------|---|
| <b>Merchant Information</b>    |   |
| <b>MID #:</b>                  | 3899000001372000  |
| <b>DBA Name:</b>               | AMERICAN STANDARD FINANCE COM   |
| <b>Merchant Address:</b>       | 1187 COAST VILLAGE RD   |
| <b>City:</b>                   | MONTECITO   |
| <b>State:</b>                  | CA  |
| <b>Zip:</b>                    | 93108   |
| <b>Telephone:</b>              | 8883033153  |
| <b>Email Address:</b>          | QUINN93108@GMAIL.COM  |
| <b>Application Information</b> |   |
| <b>Date Received:</b>          | 3/13/2009 11:18:00 AM   |
| <b>Status Date</b>             | 3/13/2009 11:18:00 AM   |
| <b>Status:</b>                 | Approved  |
| <b>Comments:</b>               | 3/4/09- Pending; website provided americanstandardfinance.com is not in compliance; website is not secured and missing terms and condition polocies. The phone number provided on website and app belongs to Anchor House. Please provide a completed moto addendum under Harris bank, approval conditional letter attached for type of services (memberships) and rolling reserve letter attached due to high risk account and set as exiting account (Anchor House)....KH 3/11/09- received updated website with terms and condition policies and secured. Still pending for the rest of the info prevlouly requested...Kh 3/13/09- Appro |
| <b>View App:</b>               | <a href="#">View PDF of This Merchant Application</a>   |
| <b>Equipment Information 1</b> |   |
| <b>Equipment Type:</b>         | START UP KIT NOT INCLUDED   |
| <b>TID #:</b>                  |   |
| <b>Download:</b>               | N/A   |
| <b>Application Name:</b>       | None  |
| <b>App Num:</b>                | NA  |
| <b>Serial #:</b>               |   |
| <b>Deployment Status:</b>      | Pending   |
| <b>Comments:</b>               |   |
| <b>Equipment Information 2</b> |   |
| <b>Equipment Type:</b>         | AUTHORIZE.NET GATEWAY   |
| <b>TID #:</b>                  | 028100153309001   |
| <b>Download:</b>               | N/A   |
| <b>Application Name:</b>       | Generic Auto Batch  |
| <b>App Num:</b>                | NA  |

OFFICE #: \_\_\_\_\_

REPRESENTATIVE NAME: Perez T. James  
Last MI First

Merchant ☐ Reprogram ☐ Purchase ☐ Lease ☐ Application Fee ☐ Reprogram Fee

MERCHANT IS SIGNING UP FOR THE FOLLOWING: (Please check ALL that apply)  
☒ Tribal ☐ NPC ☐ Tribal Checks ☐ GR/Loyalty ☐ Cash Advance ☐ Prepaid ☐ EBT Cash ☐ EBT Food Stamp Other \_\_\_\_\_

MERCHANT DOWNLOAD AND TRAINING TO BE COMPLETED ☒ Sales Office/Rep ☐ Tribal Tech

MERCHANT NAME/DBA American 9900000 Finance.com

MERCHANT CONTACT: \_\_\_\_\_ TELEPHONE: 705 342-7915 Email \_\_\_\_\_

ADDRESS: 1187 Coast Village East #155 Montecito, CA 93117

INDUSTRY TYPE:  
☐ Retail ☐ Restaurant ☒ Internet ☐ MOHO ☐ Hotel ☐ Rest. (hip) \_\_\_\_\_ ☐ QSR Other \_\_\_\_\_

Equipment Information

☐ POS System \_\_\_\_\_ Software Type Auth Net Contact # for software provider \_\_\_\_\_

☐ TERMINAL MODEL \_\_\_\_\_ Quantity 7 ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

☐ TERMINAL MODEL \_\_\_\_\_ Quantity \_\_\_\_\_ ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

☐ PRINTER MODEL \_\_\_\_\_ Quantity \_\_\_\_\_ ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

☐ CHECK READER MODEL \_\_\_\_\_ Quantity \_\_\_\_\_ ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

☐ PIN/PAD MODEL \_\_\_\_\_ Quantity \_\_\_\_\_ ☐ Purchase ☐ Lease ☐ Reprogram ☐ New ☐ Refurb

Terminal to be supplied by: ☐ TRIBAL ☒ AGENT ☐ MERCHANT

Auto Close (Y/N) \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. ☒ Daily Discount (DEFAULT SETTING) ☐ Monthly Discount

Adding Acc Loc to Anchor House FINANCIAL

Amex/Discover

☐ NEW - If merchant is applying for new AMEX ☐ NEW - If merchant is applying for new Discover

☐ EXISTING - If merchant has existing MID Amex/Discover number, please provide below:

☐ AMEX ID # \_\_\_\_\_ SPLIT DIAL: ☐ NO ☐ YES (equipment criteria must be met)

☐ DISCOVER ID # \_\_\_\_\_

Shipping Information

MERCHANDISE WILL BE SHIPPED TO: ☒ MERCHANT ☐ REPRESENTATIVE ☐ OTHER: \_\_\_\_\_

SHIP TO: \_\_\_\_\_ MERCHANT WELCOME KIT WILL BE SHIPPED TO:

ATTN: \_\_\_\_\_ ☐ MERCHANT (DEFAULT SETTING) ☐ AGENT

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SHIPPING METHOD: ☐ Priority Overnight \$42.38 ☐ Standard Overnight \$32.50 ☐ 2nd Day \$12.25 ☐ 3rd Day \$12.50 ☐ Ground (DEFAULT SETTING) \$3.25

Payment Information

BILLING AMOUNT: \$ \_\_\_\_\_ FREE

TRIBAL TO ACH ☐ MERCHANT ☐ REPRESENTATIVE

PAYMENT METHOD: ☐ ACH (USE ACH FORM & INCLUDE VOIDED CHECK) ☐ CHECK CHECK # \_\_\_\_\_

☐ CREDIT CARD CARDHOLDER NAME: \_\_\_\_\_

CARD #: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_ SECURITY CODE: \_\_\_\_\_

ACH Information

I hereby authorize Bankers Payment Systems (BPS) a third party processor hereafter to initiate debit under into my bank account for the amount(s) it on the date(s) listed above. This authorization is to remain in full force until BPS has received written notification from me of its cancellation in each case it is such a manner to afford BPS a reasonable opportunity to act on it, approximately (30 days). I understand that BPS may cancel this payment plan at ANY time. I represent & warrant that I am authorized to execute this authorization agreement and I hereby agree to hold BPS, Bank, and their respective agents harmless from damages, loss, and/or claims resulting from all authorized actions hereunder. NOTE: Please attach an approved, voided check.

Merchant Signature \_\_\_\_\_ Date: \_\_\_\_\_ ACH: ☐ Merchant ☐ Agent

Please specify the date by which the above listed bank account will be prepared with sufficient funds to be debited and voided all fees applicable to this account:

Date: \_\_\_\_\_ Init: \_\_\_\_\_



Merchant # \_\_\_\_\_

☒ New Location ☐ Additional Location

150 Broadway • 3rd Floor • New York, NY 10038

Tel: 866-602-0996 www.TribulOnline.com

ISO#: \_\_\_\_\_

|   |                                 |   |                                   |
|---|---------------------------------|---|-----------------------------------|
| Legal Name:<br><b>MSB PRODUCTIONS, LLC</b>  |                                 | Name of Account (Doing Business As):<br><b>AMERICAN STANDARD FINANCE, Com</b> |                                   |
| Legal Address:<br><b>401 N. MILANS ST.</b>  |                                 | Physical Street Address (No P.O. Box):<br><b>1187 Coast Village RD #155</b>   |                                   |
| City:<br><b>SANTA BARBARA</b>   | State:<br><b>CA</b>             | City:<br><b>MONTECITO</b>   | State:<br><b>CA</b>               |
| Zip:<br><b>93101</b>  |                                 | Zip:<br><b>93108</b>  |                                   |
| Phone #:<br><b>805-942-2915</b>   | Contact:<br><b>Susan / MIKE</b> | DBA Phone #:<br><b>(805) 888-303-3153</b>                                     |                                   |
| Must Choose One Mailing Address:<br><input checked="" type="checkbox"/> Mailing Address: <b>401 N. MILANS ST.</b> |                                 | E-Mail Address:<br><b>Susan 93108 B6 Com</b>                                  |                                   |
| Legal Address:<br><b>401 N. MILANS ST.</b>  |                                 | Website Address:<br><b>www.AMERICANSTANDARDFINANCE.COM</b>                    |                                   |
| Federal Tax ID:<br><b>262743134</b>   | # of Locations:<br><b>1</b>     | Years In Business:<br><b>1</b>  | Years Owned Business:<br><b>1</b> |
| Place of Legal Formation:<br><b>CA</b>  |                                 |   |                                   |
| Country of Primary Business Operations:<br><b>USA</b>   |                                 |   |                                   |

|  |                               |                                     |   |
|--|-------------------------------|-------------------------------------|---|
| Bank Reference:<br><b>MONTECITO BANK TRUST</b> |                               | Contact:<br><b>ACCT</b>             | Phone #:<br><b>(805) 564-0244</b>                 |
| Name:<br><b>Susan Quinn</b>                    | Title:<br><b>OWNER/PRES</b>   | Date of Birth:<br><b>5-25-84</b>    | Applicant's SS #:<br><b>572-79-8051</b>           |
| Residence Address:<br><b>417 W. Ortega St</b>  | City:<br><b>SANTA BARBARA</b> | State:<br><b>CA</b>                 | Zip:<br><b>93101</b>                              |
| US Government Issued ID#:<br><b>D3249594</b>   | Type of ID:<br><b>DL</b>      | Expiration Date:<br><b>07-11-11</b> | Country of Citizenship (if not US):<br><b>USA</b> |
| Name:<br><b>Susan Quinn</b>                    | Title:<br><b>OWNER/PRES</b>   | Date of Birth:<br><b>5-25-84</b>    | Applicant's SS #:<br><b>572-79-8051</b>           |
| Residence Address:<br><b>417 W. Ortega St</b>  | City:<br><b>SANTA BARBARA</b> | State:<br><b>CA</b>                 | Zip:<br><b>93101</b>                              |

|   |             |                  |                                     |             |
|---|-------------|------------------|-------------------------------------|-------------|
| US Government Issued ID#:   | Type of ID: | Expiration Date: | Country of Citizenship (if not US): | Home Phone: |
|   |             |                  |                                     |             |
| Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Assoc/Estates/Trusts <input type="checkbox"/> Joint Venture <input type="checkbox"/> Government <input type="checkbox"/> Corporation (Privately Traded) <input type="checkbox"/> Corporation (Publicly Traded) <input type="checkbox"/> Medical or Legal Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Org <input checked="" type="checkbox"/> Single Member LLC <input type="checkbox"/> Multi Member LLC <input type="checkbox"/> Cive Assoc <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Political Org <input type="checkbox"/> Other: |             |                  |                                     |             |
| Type of Goods or Services: <b>retail books, color state listings</b>  |             |                  |                                     |             |
| Do you currently accept Discover or Network/Visa/Mastercard? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, you should submit 2 current merchant statements)  |             |                  |                                     |             |
| Name of Current Processor: <b>TRIBUL</b>  |             |                  |                                     |             |
| Has Merchant or any associated principal disclosed below filed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No bankruptcy or been subject to involuntary bankruptcy?  |             |                  |                                     |             |
| Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Service <input checked="" type="checkbox"/> Internet <input type="checkbox"/> Home Based <input type="checkbox"/> Other  |             |                  |                                     |             |
| Discover Network/Visa/MasterCard Sales Profile (Be Accurate):   |             |                  |                                     |             |
| Card Swipe %  |             |                  |                                     |             |
| Manual Key Entry with Imprint, Card Present %   |             |                  |                                     |             |
| Mail Order/Telephone %  |             |                  |                                     |             |
| Internet % <b>100</b>   |             |                  |                                     |             |
| Total = 100%  |             |                  |                                     |             |

|  |          |          |          |
|--|----------|----------|----------|
| Name:  | Address: | Contact: | Phone #: |
|  |          |          |          |
| Name:  | Address: | Contact: | Phone #: |
|  |          |          |          |
| Merchant Location: <input checked="" type="checkbox"/> Retail Location with Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Internet <input type="checkbox"/> Residence <input type="checkbox"/> Other |          |          |          |
| Area Zoned: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential  |          |          |          |
| Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input checked="" type="checkbox"/> 2,001+  |          |          |          |
| Does the amount of inventory and merchandise on shelves and floor appear consistent with this type of business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |          |          |          |
| If No, explain:  |          |          |          |
| The Merchant: <input type="checkbox"/> Owns <input checked="" type="checkbox"/> Leases the Business Premises   |          |          |          |
| Landlord Name & Phone #:   |          |          |          |
| Further Comments by Inspector (Must Complete)  |          |          |          |

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected by:

Office #: 10570 Representative #:

Representative Signature:

Date: 2-24-09

x JAMES PETERSEN

White Copy - Bank • Pink Copy - Merchant

TR 08/01/08

## Please Choose (1)

☐ Visa / MC Retail / Discover

☒ Visa / MC MOTO / Discover / Interac

## Please Choose (1)

☒ Tiered Pricing Structure

Visa / MC Discount Rate

2.19

2.19

Visa / MC Debit Card Discount Rate (no pin) Per Item \$0.00

Discover Network Card Discount Rate

2.19

AMEX Discount Rate (Retail)

%

AMEX Rate (MOTO only)

\$6.95

Monthly

☒ Tiered Surcharges: Rewards / World (for Retail Only)

%

Mid

59

%

Non

%

☐ Interchange + Assessments + Pricing Structure

Interchange + Pass-thru (default)

Custom Billing Table

## Equipment Information:

Description (Manufacturer, Model, Serial Number)

Quantity

## Schedule of Payments:

Basic Monthly Lease Payment \$

Minimum Lease Term

Months

Plus Applicable Taxes

Deposit

Visa/MasterCard Transaction Fee:

2.50 Per Item

Pin Based Debit Transaction Fee:

0.00 Per Item + Debit Network Fees

Non Bankcard (Amex / Discover) Transaction Fee:

0.25 Per Item

Voice Auth. Fee:

0.95 Per Attempt

EBT Transaction Fee:

0.00 Per Item

Batch Settlement Fee:

0.25 Per Batch

Monthly Paper Statement Fee:

\$18.00 7-00

Monthly Minimum Fee:

\$25.00

ACH Reject Fee:

\$25.00

Annual Fee:

\$99.00

Monthly PCI Compliance Insurance

\$17.95 Monthly

AVS Transaction Fee:

\$0.05 Per Item

EBT Statement Fee:

0.00

Other (specify):

Monthly Online Service Fee:

\$5.00

Charge Back Fee:

\$25.00

Retrieval Fee:

\$5.00

Early Termination Fee:

\$350.00

1) I/we understand and agree to the following: that my/our discount rate as stated above will be charged on all electronically authorized payment card transactions that are in batches closed daily (qualified rate); 2) that all payment card transactions that do not meet the requirements stated in number 1 above may be charged up to 2.02% - 10% higher than my/our discount rate. Discover Network/Mail/MasterCard business transactions may be charged up to 2.02% + 10% above qualified rate.

Do you use a third party to process or transmit Cardholder data? ☐ Yes ☒ No. Give name/address (examples include, but not limited to hosting companies, shopping carts, Loyalty Programs, Electronic Data Capture). Please identify any Software used for storing transmitting or processing Card Transactions or Authorization requests

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. (American Express) to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

CHECK ONE

☒ Retail - \$0.10 Trans Fee + 0.30% CNP Downgrade

☐ Services, Wholesale & All Other - \$0.15 Trans Fee

Signature X

Date

Merchant authorizes Processor or Bank to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Processor or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives Cynergy Data written notice of revocation.

DDA:

ABA Routing:

INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorizes BANK or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned individual credit or financial responsibility. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

AVERAGE TICKET SIZE: \$1,200.00 OCCASIONAL HIGHER TICKET: \$4,000.00 AVERAGE MONTHLY VOLUME: \$30,000.00

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs 4c and 13b of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT.

**IMPORTANT NOTICE:** All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Processor shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Processor and/or Harris, N.A., Chicago, IL. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the merchant operating guide. Those provisions must be read before signing. By signing below, you agree to the terms on the front and back of this MERCHANT Processing Agreement and the merchant operating guide.

As a primary inducement to Processor and Bank to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Processor and Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Processor or Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Processor or Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Processor and Bank or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Processor and Bank. Guarantor(s) understand that the inducement to Processor and Bank to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

AGREED AND ACCEPTED

☒ From Application - Signature

Date

X

☒ From Application - Signature

Date

X

☒ From Application - Signature

Date

The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.

Print Legal Name of Merchant Business

☒ From Application - Signature

Date

☒ From Application - Signature

Date

☒ From Application - Signature

Date

☒ From Application - Signature

Date

☒ From Application - Signature

Date

☒ From Application - Signature

Date

☒ From Application - Signature

Date

☒ From Application - Signature

Date

☒ From Application - Signature

Date

☒ From Application - Signature

Date

Tribal Merchant Services, LLC is a registered ISOMSP of Harris, N.A., Chicago, IL

3-TR 08/01/08



150 Broadway 3<sup>rd</sup> Floor New York - NY 10038

Tel: 866-602-0996

underwriting@joinbps.com

## Merchant Reserve Acknowledgement

This will acknowledge that as a condition of approval or continuance of the Merchant's (indicated below) credit card processing account, Tribul Merchant Services LLC and its agents, including its processing bank, have the authority to establish a reserve account in accordance with Section 7.B of the Merchant Processing Agreement ("MPA") and the following:

1. The reserve account will be established by:

  
Initials

Withholding 15 % from each gross deposit.


2. The reserve account will be used to offset any amounts owed by the Merchant under the MPA. Merchant will forward to Tribul LLC funds to replenish the reserve account if any funds are debited from it.

3. The balance of the reserve account, if any, will be returned to Merchant up to 270 days after termination of the MPA or Merchant's last transmission of sales drafts, whichever is later.

I acknowledge that if there is any conflict between the terms of this letter and the terms of the MPA, the terms of the MPA will govern.

MSDQ Productions LLC // American Standard Finance.com

Business Legal Name or D.B.A.



Signature

Susan Quinn

Printed Name

owner

Title

3-12-09

Date

Paths to prosperity



2/26/06

To Whom It May Concern:

MSDQ/AMERICAN STANDARD has existing account number 192077605 with Montecito Bank & Trust, whose routing number is 122234783.

If you have any questions please feel free to me at 805-564-0213.

Thank you,

*Rena Hennen*

Rena Hennen  
Personal Banker  
Montecito Bank & Trust  
1000 State Street  
Santa Barbara, CA 93101





150 Broadway 3<sup>rd</sup> Floor New York NY 10038

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March 12, 2009

To Whom It May Concern:

This letter is to confirm that my business, MSDO Productions LLC / American Standard Finance.com, has applied for a merchant account with Tribul Merchant Services LLC. I understand and agree that my Visa and MasterCard account will only be used for month to month transactions. I also understand that I may not process transaction(s) for more than 30 days in advance and no annual memberships.

Furthermore, I understand that failure to comply may result in termination of contract with Tribul Merchant Services LLC and funds may be held as a direct result of failure to honor this agreement.

Sincerely,

Owner Signature: x

A handwritten signature in black ink, appearing to be "Susan Quinn", written over a horizontal line.

Merchant Name: Susan Quinn

Please Print



**TRIBUL**  
MERCHANT SERVICES, LLC ©

### Mail, Telephone Order, & Internet Merchant Addendum

**IMPORTANT NOTICE:** Visa and MasterCard have set a minimum standard requirement for accepting credit cards on the Internet. In order to avoid a significant delay in the settlement of your funds, please ensure that your website has the following seven (7) items completed prior to the commencement of your credit card processing:

1. Refund / Cancellation Policy
2. Privacy Policy
3. Terms & Conditions listed
4. Products & the Corresponding Pricing listed
5. 128-bit SSL page(s) where personal and credit card information is obtained (usually provided by shopping cart or gateway)
6. Telephone Customer Service contact number
7. Shipping & Handling method and shipping delivery time after the sale

**URGENT!!!!** You must contact your sales representative immediately upon completing the above 7 internet processing requirements!

**Underwriting & Marketing Review:** (Please answer the following questions as accurately as possible)

Submit sample(s) of product brochure, promotional materials, product catalogue, etc. How will product be advertised or promoted?

If advertising on internet, list website address: www.americanstandardfinance.com

Preferred 23 character (or less) DBA identifier (appears on customers' billing statement)

A m e r i c a n S t a n d a r d F i n a n c e

List name(s) and address(es) of vendor from which the product is purchased:

N/A

List name(s) and address(es) of third party or fulfillment organizations, or parties aside from your staff who will assist or participate with the sales, marketing, processing of orders, or shipping of merchandise:

N/A

List geographical area(s) in which the product or service will be marketed and sold: USA

List carrier services that will deliver product or service: usps

What is your return or refund policy? full refund

How does the customer order the product or service? online, by phone

When you receive an authorization, how long before merchandise is shipped or services are provided? instant

Do you perform recurring monthly billing? ☒ Yes ☐ No If Yes, ☒ Monthly ☐ Quarterly ☐ Bi-annual ☐ Annual

Is your database collecting entire credit card numbers? ☐ Yes ☒ No If Yes, are you PCI compliant? ☒ Yes ☐ No

This amendment is made by and between Harris, N.A., Chicago, IL ("Bank"), and the undersigned "MERCHANT" and subject to the approval of BANK.

**WHEREAS:** Bank is engaged in the general banking business including the purchase of Credit Card Transactions from merchants and provide certain services related to the processing of Credit Card Transactions to MERCHANT; and  
**WHEREAS:** MERCHANT desires to honor at this business location(s) Card Numbers presented in connection with the Mail Order/Telephone Order sale of product/services to customers; and

**WHEREAS:** BANK and MERCHANT has entered into Harris, N.A., Chicago, IL (Bank) VISA/MasterCard Processing Agreement ("Agreement").

**NOW THEREFORE,** In consideration of the representations, covenants, and promises made herein, the parties hereto agree to amend Agreement as follows:

1. MERCHANT agrees to use and retain proof of a traceable delivery system as means of shipment of product to customer.
2. MERCHANT agrees that transactions will not be processed until products are shipped to Cardholder.
3. MERCHANT agrees to a charge of \$0.05 per AVS transaction(s) when applicable.
4. Agreement may be immediately terminated by BANK if MERCHANT fails to comply with any of the terms of this agreement.

AGREED & ACCEPTED BY:

DATE: 3-12-2009

OWNER / OFFICER

Authorized Harris, N.A., Chicago, IL Agent

Susan Quinn

Print Name

Print Name