

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: Cynergy Data LLC 09-13038 Cynergy Data Holdings Inc 09-13039 Cynergy Prosperity 09-13040		Case Number: See Name Caption
<i>NOTE: This form should not be used to make a claim for an administrative expense 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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Canon Financial Services, Inc.		Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Scott H. Marcus, Esquire (Scott H. Marcus & Associates) 121 Johnson Road, Turnersville, New Jersey 08012		
Telephone number: (856) 227-0800		
Name and address where payment should be sent (if different from above):		Check this 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 if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>31,712.35</u> 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. 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.		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. Specify the priority of the claim. <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 \$10,950*) 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). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <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). <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)(____). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>Equipment Lease</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>Equipment</u> Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>31,712.35</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. 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 definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>01/29/2010</u> 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. Scott H. Marcus, Esquire, as counsel to Canon Financial Services, Inc.		FOR COURT USE ONLY RECEIVED FEB 01 2010 KURTZMAN CARSON CONSULTANTS

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 1572



CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: CPS GROUP INC

Statement Date: 10/1/2009

Contract Number: 001-0274440-002

Default Date: 08/10/2009

Remaining L/R Balance (discounted to the present value of 6%) \$15,923.32

Purchase Option Price (per Agreement) \$12,920.00

Fair Market Value

Sales/Use Tax \$2,559.84

Property Tax \$0.00

Collection Fees \$0.00

NSF Fees \$45.00

Insurance Fees \$0.00

Documentation Fees \$0.00

Miscellaneous Dealer Payable \$0.00

Miscellaneous - Other \$0.00

Late Charges \$264.18

LESS - Security Deposit \$0.00

Miscellaneous SALES TAX \$0.00

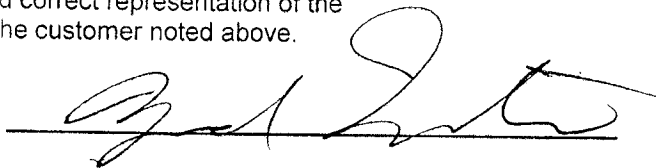
Subtotal \$31,712.35

PLUS - Legal Fees 7,928.09

PLUS - Service Tax for Legal Fees 703.62

Total Due and Owing \$40,344.05

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



A handwritten signature in black ink, appearing to be "John Smith", is written over a horizontal line.

Canon

FAXABLE LEASE AGREEMENT

Canon Financial Services, Inc. ("CFS")
Romance Address: P.O. Box 4004
Carol Stream, Illinois 00197-4004 (800) 220-0200

Single-Sided Agreement for Transactions Under \$75,000
CFS-1122 (03/06)

AGREEMENT NUMBER 4-274402
PHONE 718-463-6200

NAME (COMPANY LEGAL NAME) CFS Group Inc
BILLING ADDRESS 109-15 14TH AVE STE 200
CITY COLLEGE POINT COUNTY STATE NY ZIP 11356

Table with columns: QUANTITY, SERIAL NUMBER, MAKE/MODEL/DESCRIPTION, NUMBER AND AMOUNT OF PAYMENTS. Includes rows for equipment IR 3045.

First and Last Payment \$ 0.00 + Security Deposit \$ 0.00 = Total Due at Signing \$ 0.00
Term 39
End of Term Purchase Option: [X] Fair Market Value [] \$1.00 [] 10% [] Other
Payment Frequency: [X] Monthly [] Quarterly [] Semi-annual [] Other

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.
AUTHORIZED CUSTOMER SIGNATURE: Ruth Elasti
Printed Name: Ruth Elasti
Tax ID#: 11-3415154

ACCEPTANCE CERTIFICATE
To: Canon Financial Services, Inc. ("CFS")
The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement.

TERMS AND CONDITIONS
1. AGREEMENT: Customer leases from CFS all the equipment described above...
2. NAME: CFS: Customer's legal name (as set forth in its constituent documents)...
3. WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT...
4. MAINTENANCE; ALTERATIONS; LOSS: Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install replacement parts and accessories when required to maintain the Equipment.

PERSONAL GUARANTY
The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 9 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY.