| B 10 (Custom Form 10) (04/09) | |
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| 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 Debtor Cynergy Data, LLC – (Case No. 09-13038) Cynergy Data Holdings, Inc. – (Case No. 09-13039) ☐ Cynergy Prosperity | |
| | Check this box to indicate that this |
| Name of Creditor (the person or other entity to whom the debtor owes money or property): | claim amends a previously filed |
| AMERICAN STANDARD ONLINE COM | claim. |
| Name and address where notices should be sent: Name ID: 8455196 Pack No. 306 | Court Claim Number: |
| | (if known) |
| AMERICAN STANDARD ONLINE COM | Filed on: |
| SUSAN QUINN | |
| 401 N MILPAS ST SANTA BARBARA, CA 93101 | |
| SANTA DAIGDAIG, ON 75101 | |
| Taladama Na | |
| Telephone No. | |
| 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 |
| \mathcal{L}_{\bullet} . | claim relating to your claim. |
| Date Stamped Copy Returned | Attach copy of statement giving |
| Telephone No. | particulars. |
| No copy to return | Check this box if you are the |
| | debtor or trustee in this case. |
| 1. Amount of Claim as of Date Case Filed: \$ 3 8 3 (.80 | 5. Amount of claim Entitled to Priority |
| | under 11 U.S.C. § 507(a). If any |
| 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. | portion of your claim falls in one of |
| IC-11 | the following categories, check the |
| If all or part of your claim is entitled to priority, complete item 5. | box and state the amount. |
| Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized | Specify the priority of the claim. |
| statement of all interest or charges | Specify the priority of the claim. |
| 2. Basis for Claim: Rolling reserve account | Domestic support obligations under 11 |
| (See instruction #3a on reverse side.) | U.S.C. § 507(a)(1)(A) or (a)(1)(B). |
| 3. Last four digits of any number by which creditor identifies debtor: | ☐ Wages, salaries, or commission (up to |
| 3a. Debtor may have scheduled account as: MSDQ Productions LC | \$10,950*) earned within 180 days |
| (See instruction #3a on reverse side.) | before filing of the bankruptcy petition |
| 3b. Creditor Tax ID# 26-2743134 | or cessation of the debtor's business, |
| 4. Secured Claim (See instruction #4 on reverse side.) | which ever is earlier – 11 U.S.C. |
| Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested | § 507(a)(4). |
| information. | Contributions to an employee benefit |
| Nature of property or right of setoff: Real Estate Motor Vehicle Other | plan 11 U.S.C. § 507(a)(5). |
| Describe: | ☐ Up to \$2,425* of deposits toward |
| | purchase, lease, or rental of property or |
| Value of Property: \$ Annual Interest Rate:% | services for personal, family, or household use 11 U.S.C. § 507(a)(7). |
| Amount of arrearage and other charges as of time case filed included in secured claim, | Taxes or penalties owed to |
| Maria fan Darfordi | governmental units 11 U.S.C. |
| if any: \$ Basis for Perfection: | § 507(a)(8). |
| Amount of Secured Claim: \$ Amount Unsecured: \$ | Other Specify applicable paragraph of |
| 6. Section 503(b)(9) Claim Amount: | 11 U.S.C. § 507(a)(). |
| 6. Section 503(b)(9) Claim Amount: Check this box if your claim is for the value of goods received by the debtor within 20 days before the date of | Amount entitled to priority: |
| 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. | * Amounts are subject to adjustment on |
| 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. | 4/1/10 and every 3 years thereafter with |
| 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, | response to cases commenced on or after |
| invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also | the date of adjustment. |
| 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.) | |
| DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING. | DECEMEN |
| If the documents are not available, please explain: | TELETYEL. |
| Date: SUSAN QUINIU CHINER / PRES. | FOR COURT USE ONLY |
| AN 7 b 2010 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the | JAN 29 2010 |
| 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. | |
| | KURTZMANCARSONCONSULTANTS |
| Panalty for presenting fraudulant claim: Fine of un to \$500,000 or imprisonment for un to 5 years or both 18115 C 88 152 and | (CALLE CONTRACTOR OF THE CALL |

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 Prosperity Plus, 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

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| erchant In | formation | | |
| D#: | 3899000001372000 | | |
| 3A Name: | AMERICAN STANDARD FINANCE COM | | |
| erchant Idress: | 1187 COAST VILLAGE RD | | |
| ty: | MONTECITO | | |
| | CA | | |
| p: | 93108 | | |
| elephone: | 8883033153 | | |
| | QUINN93108@GMAIL.COM | | |
| pplication | Information | | |
| ate leceived: | 3/13/2009 11:18:00 AM | | |
| tatus Date | 3/13/2009 11:18:00 AM | | |
| tatus: | Approved | | |
| Comments: | 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 previouly requestedKh 3/13/09- Appro | | |
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| Equipment Type: | START UP KIT NOT INCLUDED | | |
| TID#: | | | |
| Download: | N/A | | |
| Application Name: | None | | |
| App Num: | NA . | | |
| Serial #: | | | |
| Deploymen Status: | Pending | | |
| Comments: | | | |
| Equipmen | t Information 2 | | |
| Equipment Type: | | | |
| TID #: | 028100153309001 | | |
| Download: | N/A | | |
| Application Name: | | | |
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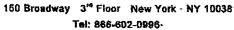
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| | New Location | |
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| MERCHANT SERVICES. LLC® | Tel: 866-602-0996 www.TribulOnline.com | |
| MERCHAIRI SERVICES, LLC | ISO#: | , |
| | | |
| gal Name: | Name of Account (Doing Business As): | - 0 |
| MSDA PRODUCTIONS, LLC | Physical Street Address (No P.O. Box); | E COM |
| gal Address: 40/ n. milas St. | 1187 Coast VILLAGE R | 20713 |
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| he morehant at this address and the information stated ahove is | true and correct to the best of my knowledge and belief. | Date: 2-246 |
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Tribui Merchant Services, LLC is a registered ISOMSP of Harris, N.A., Chicago, IL



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: Withholding 15 % from each gross deposit. Initials |
| 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**

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

Personal Banker

Montecito Bank & Trust

1000 State Street

Santa Barbara, CA 93101



150 Broadway 3[™] Floor New York · NY 10038 Tel: 886-802-0996

March 12, 2009

To Whom It May Concern:

This letter is to confirm that my business, <u>MSDO Productions LLC / American Standard Finance.com</u>, has applied for a merchant account with Tribul Merchant Services LLC. I understand and agree that my Visa and MasterCard account will <u>only</u> be used for month to month transactions. I also understand that I may <u>not</u> 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

Merchant Name: Susan Ouinn

Please Print