| B 10 (Custom Form 10) (04/09 |
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| UNITED STATES BANKRU         |

| B 10 (Castolii 10) (04/07)   |   |  |  |  |  |
|--|---|--|--|--|--|
| 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.)  □ Cynergy Data, LLC - (Case No. 09-13038) Cynergy Data Holdings, Inc (Case No. 09-13039) □ Cynergy Prosperity Plus, LLC - (Case No. 09-13040) |   |  |  |  |  |
| Name of Creditor (the person or other entity to whom the debtor owes money or property):   | Check this box to indicate that this      |  |  |  |  |
| AMERICAN STANDARD FINANCE COM  | claim amends a previously filed           |  |  |  |  |
| Name and address where notices should be sent: Name ID: 8455194 Pack No. 305   | claim. Court Claim                        |  |  |  |  |
| Traine and address where notices should be some 115. 0133174   | Number:                                   |  |  |  |  |
|  | (if known)                                |  |  |  |  |
| AMERICAN STANDARD FINANCE COM  | () MOTH                                   |  |  |  |  |
| SUSAN QUINN  | Filed on:                                 |  |  |  |  |
| 401 N MILAS ST   |   |  |  |  |  |
| SANTA BARBARA, CA 93101  |   |  |  |  |  |
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|  |   |  |  |  |  |
| 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          |  |  |  |  |
| Date Stamped Copy Returned   | claim relating to your claim.             |  |  |  |  |
| I I NO colf addraged above at  | 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: \$ 34,402.20   | 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     |  |  |  |  |
| If all or part of your claim is entitled to priority, complete item 5.   | the following categories, check the       |  |  |  |  |
|  | 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   |   |  |  |  |  |
| statement of all interest or charges   | Specify the priority of the claim.        |  |  |  |  |
| 2. Basis for Claim: Rolling Reserve account  | 1   |  |  |  |  |
| (See instruction #3a on reverse side.)   | ☐ Domestic support obligations under 11   |  |  |  |  |
| 3. Last four digits of any number by which creditor identifies debtor:   | U.S.C. § 507(a)(1)(A) or (a)(1)(B).       |  |  |  |  |
|  | ☐ Wages, salaries, or commission (up to   |  |  |  |  |
| 3a. Debtor may have scheduled account as: 1500 Productions   | \$10,950*) earned within 180 days         |  |  |  |  |
| (See instruction #3a on reverse side.) 3b. Creditor Tax ID # 7 / 2 3 4 2 3 4   | before filing of the bankruptcy petition  |  |  |  |  |
| ( ) 7 / ) 7  | 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       |  |  |  |  |
| William Co.  | purchase, lease, or rental of property or |  |  |  |  |
| Value of Property: \$ Annual Interest Rate:%   | services for personal, family, or         |  |  |  |  |
| Amount of arrearage and other charges as of time case filed included in secured claim,   | household use 11 U.S.C. § 507(a)(7).      |  |  |  |  |
|  | ☐ Taxes or penalties owed to              |  |  |  |  |
| if any: \$ Basis for Perfection:   | governmental units 11 U.S.C.              |  |  |  |  |
| Amount of Secured Claim: \$ Amount Unsecured: \$   | § 507(a)(8).                              |  |  |  |  |
| Amount Onsecured: 5  | Other Specify applicable paragraph of     |  |  |  |  |
| 6. Section 503(b)(9) Claim Amount:   | 11 U.S.C. § 507(a)().                     |  |  |  |  |
| 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.   | œ.  |  |  |  |  |
| ·  | * 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.   |   |  |  |  |  |
| If the documents are not available, please explain:  | REFEWEL.                                  |  |  |  |  |
| RNº2 6 2010 SUSAN QUINN CHUER/PRESSUDEN  | FOR COURT USE ONLY                        |  |  |  |  |
| Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the  | IAN O O onen                              |  |  |  |  |
| creditor or other person authorized to file this claim and state address and telephone number if different   | JAN 29 2010                               |  |  |  |  |
| from the notice address above. Attach copy of power of attorney, if any.   |   |  |  |  |  |
| Penalty for presenting fraudulent claim. Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 19 U.S.C. SS 152 - 12   | SURTZMANCARSONCONSUITANTS                 |  |  |  |  |

## 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

| application Re         | ecord   |  |  |  |  |  |  |
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| tate:                  | CA  |  |  |  |  |  |  |
| ip:                    | 93108   |  |  |  |  |  |  |
|                        | 8883033153  |  |  |  |  |  |  |
| mail<br>ddress:        | QUINN93108@GMAIL.COM  |  |  |  |  |  |  |
| pplication             | Information   |  |  |  |  |  |  |
| )ate<br>Received:      | 3/13/2009 11:18:00 AM   |  |  |  |  |  |  |
| Status Date            | 3/13/2009 11:18:00 AM   |  |  |  |  |  |  |
| Status:                | Approved  3/4/09- Pending; website provided americanstandardfinance.com is not in compliance; website is  |  |  |  |  |  |  |
| Comments:              | 3/4/09- Pending; website provided americanstandarumanic technology website and secured and missing terms and condition polocies. The phone number provided on website not secured and missing terms and condition 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-attached 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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| MERC                                       | I AMT CERVIL   | CES, LLC                        | <b>6</b>   |  | 6-602-099 <del>6</del>   |                      |   |  |  |                |
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| Equipment Information:  Description (Manufecturer, Model, Series Number)   |  | Quantity   |  |
| Schedule of Payments:  | •  |  |  |
| Basic klonthly Lease Payment \$  | •  | Koringum Leasa Tann Korths   |  |
| Plus Applicable Taxes  |  | Deposit  |  |
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| Visa/MasterCard Transaction Fee:   | ZO Per item  | 112 h and Fran   |  |
| Fin Based Debit Transaction, Fee:<br>Non Bankcard (Amex / Discover) Transaction Fee:   | Per Item + Debi<br>\$0.25 Per Item   | Menthly PCI Compilance insurance   | \$17.95 Monthly  |
| Voice Auth. Fee:   | CO QS Der Attempt  | AVS Transaction Fee:   | \$0.05 Per Item  |
| EBT Transaction Fee:   | D Fer item  10 50-25 Fer Batch  510-00 7-50  | EBT Statement Fee:   |  |
| Batch Sattlement Fee:<br>Monthly Paper Statement Fee:  | 10 50-29 Fer Batch<br>\$10:00 7-30   | Other (specify):<br>Manthly Online Service Fee:  | Sign   |
| Monthly Minimum Fee:   | -\$25,00   | Charge back Fee:   | \$25.00  |
| ACH Reject Fee:  | \$25.00<br>\$99.00   | Retrieval Fee:<br>Early <u>Termination Fee</u> .   | \$5,00<br>\$359-50   |
| Annual Fee:  |  | on all electronicely authorized payment card transactions that are   | n beiches closed delly (qualified  |
| rate); 2) and that all payment card transactions that do n   | ol meel the requirements slated in number t  | above may be charged up to 2.02%10% higher then my/our disco   | ant rate. Discover Network/Vise/   |
| United and browning from confined party has chareful in 10   | 2006 - 10d phone modified rate   | examples include, but not limited to hasting comparies, shopping or  |  |
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| By signing below I represent that I have read and am aut   | horized to sign and submit this application o  | behalf of the entity above and all information I have provided here  | sin is true, complete, and accurate. I   |
| evenuation spande from enterior of threeting 2000/194   2  | aligneroe som mrem amencan mereese in im   | biformation in this application and receive and exchange information me directly, or through the entity above, of reports about me the   | MFM Halwell Avidance interest  |
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Tribul Merchant Services, LLC is a registered ISO/MSP of Harris, N.A., Chicago, IL



150 Broadway 3<sup>rd</sup> Floor New York - NY 10038 Tel: 866-602-0996-

underwriting@joinbps.com

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## **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:

| <ol> <li>The reserve account will be established</li> </ol> | f by: |
|---|-------|
| Withholding 15% from e                                      | •     |

- 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 Finan- | ce,com  |
|--|---------|
| Business Legal Name or D.B.A.                    |         |
| July 2   |         |
| Signature  |         |
| Susan Quinn                                      | •       |
| Printed Name                                     |         |
| AWNER  | 3-12-09 |
| Title  | 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,

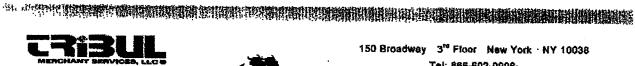
Rona Hennen

Personal Banker

Montecito Bank & Trust

1000 State Street

Santa Barbara, CA 93101



Tel: 865-602-0996underwriting@joinbps.com

ACCOUNT THE TRANSPORT OF THE PROPERTY OF THE

March 12, 2009

To Whom It May Concern:

This letter is to confirm that my business, <u>MSDQ 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