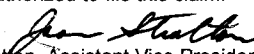


United States Bankruptcy Court District of Delaware	PROOF OF CLAIM	This space for Court Use Only
In re (Name of Debtor) Cynergy Data LLC	Case Number 09-13038	
Note: This form should not be used to make a claim for administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. 503.		
Name of Creditor: AICCO, Inc.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach statement giving particulars.	
Name and address where notices should be sent: Imperial A.I. Credit Companies, Inc. 101 Hudson Street, 34th Floor Jersey City, New Jersey 07302 (800) 221-3450	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Account number by which creditor identifies debtor: 15-003-084190-7	Check here if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previous claim filed on	
1. Basis for Claim <input type="checkbox"/> Goods Sold <input type="checkbox"/> Services Performed <input checked="" type="checkbox"/> Money Loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other: Breach of Contract		
2. Date debt was incurred: 07/09/09		3. If court judgment, date obtained:
4. Total Amount of Claim: at least \$81,482.92 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <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 additional charges.		
5. Secured Claim <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other: Insurance Return Premiums Estimated Value of Collateral: \$95,002.00 Amount of Arrearage and other charges at time case filed included in security claim, if any: \$	6. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority: \$_____. Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)*, earned cessation of the debtor's business, whichever is earlier. <input type="checkbox"/> Contributions to an employee benefit plan--11 USC 507(a) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease or rental of a property or services for personal, family or household use. 11 USC 507 (a)(6). <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child. 11 USC 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units. <input type="checkbox"/> Other--Specify applicable paragraph of 11USC 507 (a)(____) *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
Supporting documents, such as promissory notes, purchase orders, invoices, contracts, court judgments, mortgages, security agreements, and evidence of DOCUMENTS. If the documents are not available, explain. If the documents are judgment of the filing of your claim, enclose a stamped, self-addressed		
Date: 01/05/10 Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 USC 152 and 3571.	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim:  Joan Stratton, Assistant Vice President	

RECEIVED

JAN 14 2010

KURTZMAN CARSON CONSULTANTS

**This space for
Court Use Only**



091303810011400000000005

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return



Imperial A.I. Credit Companies, Inc.
101 Hudson Street
Jersey City, New Jersey 07302
201.631.5400
800.221.3450
201.631.5415 Fax

VIA FIRST CLASS MAIL

January 5, 2010

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

Re: *In re Cynergy Data, LLC*
Case Number: 09-13038

Dear Sir or Madam:

Enclosed please find our Proof of Claim in duplicate for the above captioned matter.
Please file our claim and return a date stamped copy in the envelope provided.

Sincerely,

A handwritten signature in cursive script that reads 'Joan Stratton'.

Joan Stratton
Assistant Vice President

JS/lc
Enclosures

**PREMIUM FINANCE AGREEMENT
DISCLOSURE STATEMENT
AND SECURITY AGREEMENT**

AICCO, Inc. *DPT1 CYNEDA*

A.I. Credit Corp. NC License # B-68, VA License # PF088
AICCO, Inc. NC License # B-434, VA License #PF311

101 Hudson Street, Jersey City, NJ 07302 (201) 631-5400 or (877) 902-4242
80 Pine Street, 6th Fl., New York, NY 10005 (212) 770-2900 or (877) 902-4242
100 Duffy Avenue, Suite 501, Hicksville, NY 11801 (516) 688-1285 or (877) 902-4242
One Liberty Pl., 1650 Market St., Ste. 3700, Philadelphia, PA 19103 (215) 255-6393 or (877) 902-4242
1200 Abernathy Road, NE, Suite 500, Bldg. 600, Atlanta, GA 30328 (770) 671-2219 or (877) 902-4242
99 High Street, 30th Fl., Boston, MA 02110 (617) 457-2841 or (877) 902-4242
300 South Riverside Plaza, Suite 2100, Chicago IL 60606 (312) 559-1410 or (877) 902-4242

A	TOTAL PREMIUMS	\$	237,505.00	BORROWER / INSURED (The "Insured") (Name, Address and Telephone Number) Cynergy Data, LLC 30-30 47th Avenue 9th Floor <i>15-03-084100-7</i>	Acct No.
B	CASH DOWN PAYMENT REQUIRED	\$	20,370.73		
C	AMOUNT FINANCED (The Amount of Credit Provided to Insured or on its behalf)	\$	217,134.27	Long Island City E-Mail Address (optional):	NY 11101
D	FINANCE CHARGE (Dollar amount credit will cost)	\$	6,943.76	ANNUAL PERCENTAGE RATE <u>6.34</u> % (Cost of Credit figured as a yearly rate)	
E	FLORIDA DOCUMENTARY STAMP TAX	\$	0.00	PAYMENT SCHEDULE	
F	TOTAL PAYMENTS (Amounts which will have been paid after making all scheduled payments)	\$	224,078.03	Amount of Each Payment	Number of Payments: Annual Qtrly Mthly 1 st Payment Due Final Payment Due
				20,370.73	11 07/01/2009 05/01/2010

SEE PAGE 3 FOR SCHEDULE OF FINANCED POLICIES

**AGREEMENT OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)
THE UNDERSIGNED INSURED:**

- In consideration of the premium payments being financed and, if applicable, down payment being advance by LENDER to the Insurance companies listed on the SCHEDULE OF FINANCED POLICIES, or their representative, promises to pay to the order of LENDER the TOTAL OF PAYMENTS to be made in accordance with the PAYMENT SCHEDULE, and if applicable, the amount of any down payment advanced by LENDER, subject to the provisions set forth in this Agreement.
- Irrevocably appoints LENDER Attorney-in-Fact with full authority, in the event of default, to (i) cancel the said policies in accordance with the provisions herein, (ii) receive all sums assigned to LENDER and (iii) execute and deliver on behalf of the undersigned all documents, forms and notices relating to the insurance policies listed on the SCHEDULE OF FINANCED POLICIES in furtherance of this Agreement (Clauses (ii) and (iii) not applicable in Florida).
 - If there is an amount listed as "Brokers Fee" in the Schedule of Policies, this fee is charged under Section 2119 of the New York Insurance Law or the Law, if any, of the state in which insured lives. This fee is charged for obtaining and servicing the Policy for where the risk to be insured under the Policy resides (Not applicable in Florida, Virginia, Maryland, Massachusetts or North Carolina).
 - A fee of \$ none, which is not being financed, has been charged under the provisions of these Laws. If none has been charged, the word "none" is shown (Not applicable in Florida, Virginia, Maryland, Massachusetts or North Carolina).

AGENT OR BROKER Frank Crystal & Co. of NY
BUSINESS ADDRESS
Financial Square
32 Old Slip, 17th Floor

New York NY 10005-3504

TEL. NO./E-MAIL ADDRESS 212-504-7300

The Undersigned Agent or Broker:

- Represents and warrants as follows: (a) to the best of the undersigned's knowledge and belief, the insured's signature is genuine or, to the extent permitted by applicable Law, the undersigned Agent or Broker has been authorized by the insured to sign this Agreement on their behalf, (b) the insured has received a copy of this Agreement, (c) the scheduled Policies are in full force and effect and the premiums indicated therefore are correct, (d) the insured may cancel all scheduled policies immediately upon request, (e) none of the Policies scheduled in the Agreement are non-cancelable, and (f) the down payment as indicated in Box "B" and installments totaling _____ have been collected and are being retained by us.
- Upon cancellation of any of the scheduled Policies, the undersigned Agent or Broker agrees upon demand to pay to LENDER or its assigns their commission on any unearned premiums applicable to the cancelled Policies.

THE AGENT OR BROKER AGREES TO THE PROVISIONS ABOVE AND ON PAGE 3

INSURANCE PREMIUM FINANCE AGREEMENT NOTICE

NOTICE: 1. Do not sign this Agreement before you read it or if it contains any blank spaces. 2. You are entitled to a complete filled-in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions obtain a partial refund of the service charge. 4. Keep your copy of this Agreement to protect your legal rights.

NOTICE: See Pages 2 and 3 For Additional Important Information.

THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON PAGES 2 AND 3

7/9/09
DATE

[Signature]
SIGNATURE (AND TITLE) OF INSURED(S) OR AGENT OR BROKER ON THEIR BEHALF (to extent permitted by Law)

7/14/09
DATE

[Signature]
SIGNATURE AND TITLE OF AGENT OR BROKER

ADDITIONAL AGREEMENTS OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)

3. **Cancellation.** After the occurrence of a default in the payment of any money due the LENDER or a default consisting of a transfer to a third party of any of the scheduled policies, LENDER may request cancellation of the insurance policies listed in the schedule upon expiration of 10 days written notice of intent to cancel (13 days in New York, 15 days in Pennsylvania), provided said default is not cured within such period, and LENDER may proceed to collect the entire unpaid balance due hereunder or any part thereof by appropriate legal proceedings. If any default results in the cancellation of the Policy, insured agrees to pay a cancellation charge in accordance with applicable law (Maryland - 5% of delinquent installment not to exceed an amount equal to the difference between the Late Charge and \$100; North Carolina - None; Florida - None; Virginia - None).
4. **Money Received After Cancellation.** Any payment received after policy cancellation may be credited to the indebtedness due hereunder without any liability or obligation on the part of LENDER to request reinstatement of such cancelled policy. Any sum received from an insurance company shall be credited to the balance due hereunder; any surplus shall be paid over to the insured; in case of deficiency, the insured shall pay the same. (Maryland - LENDER may not collect from insured any amount less than \$5 after cancellation).
5. **Application of Payments.** If applicable law permits, all payments received by LENDER will be applied to the oldest invoice first. Any remaining amounts will be applied to late fees and other charges (if applicable), the remainder (if any) would be applied to any other outstanding amounts.
6. **Returned Check Charge.** If any payment made by check is returned because the insured had no account or insufficient funds in the payor bank, insured will be charged the maximum fee, if any, permitted under applicable law (Maryland - \$25; Florida - \$15; Virginia - \$20).
7. **Default.** If any of the following happens: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; insured will be in default; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. Clauses (b) and (c) not applicable in Florida, Virginia, Maryland or North Carolina.
8. **Security.** To secure payment of all amounts due under this Agreement, insured assigns LENDER a security interest in all right, title and interest to the Policy, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under the Policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any return of the premium for the Policy, and (c) dividends which may become due insured in connection with the Policy.
9. **Right to Demand Immediate Payment in Full.** At any time after default, LENDER can demand and have the right to receive immediate payment (except to the extent otherwise provided by applicable law, in which case LENDER will have the right to receive such payment in accordance with such law) of the total unpaid balance due under this Agreement even if LENDER has not received any refund of unearned premium.
10. **Warranties.** Insured warrants to LENDER (a) to have received a copy of this Agreement and (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured. The insured represents that it is not presently the subject of or in contemplation of a proceeding in bankruptcy, receivership, or insolvency, or if it is a debtor in bankruptcy, the Bankruptcy Court has authorized this transaction.
11. **Early Payment.** At any time, insured may pay the whole amount still unpaid. If insured pays the full amount before it is due, insured will be given a refund for the unearned Finance Charge computed by the method of refund as required by applicable law.
12. **Assignments.** Insured may not assign the Policy or this Agreement without LENDER's written consent. However, insured does not need LENDER's written consent to add mortgagees or other persons as loss payees. LENDER may transfer its rights under this Agreement to anyone without insured's consent. All of LENDER's rights shall inure to the benefit of LENDER's successors and assigns.
13. **Collection.** If money is due and insured fails to pay, LENDER may collect the unpaid balance from insured without recourse to the security interest granted under this Agreement.
14. **Late Charges.** Upon default in payment of any installments for not less than five days (7 day in Virginia or such greater number of days required by applicable law), insured agrees to pay a late charge in accordance with applicable law. In no event shall such late charge exceed a maximum of 5% of such installment (greater of \$25 or 1.5% in New Jersey; 5% in Massachusetts; \$100 max in Maryland; greater of \$10 or 5% in Florida).
15. **Finance Charge.** The finance charge begins to accrue from the effective date of this Agreement or the earliest inception date of the Insurance Policy(ies) listed on the Schedule of Policies, whichever is earlier. If LENDER terminates this Agreement due to a default, Insured will pay interest on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation and from said date until Insured pays the outstanding indebtedness in full to LENDER. To the extent permitted by applicable law, the Finance Charge may include a nonrefundable agreement charge not to exceed \$20 (\$10 in DE, PA and NY; \$12 in NJ; \$15 in NC, RI and VA; \$16 in MA; \$20 in FL).
16. **Attorney's Fees.** If LENDER hires an attorney (which is not a salaried employee) to collect any money insured owes under this Agreement, Insured will pay that attorney's fees and other collection costs (including collectors' fees) if and to the extent permitted by applicable law (20% of amount due in Florida).
17. **Agent or Broker.** The Agent or Broker named on the front of this Agreement is neither authorized by LENDER to receive installments payable under this Agreement nor is authorized to make any representations to insured on LENDER's behalf (except to the extent expressly required by applicable law).
18. **Amendments.** If the insurance contract has not been issued at the time of the signing of this Agreement, and if the policies being financed are assigned risk policies or policies listed in a state fund, the policy numbers, if omitted herein, may be inserted in this Agreement after it has been signed (Maryland policies must show "Binder," cannot be blank).
19. **Effective Date.** This Agreement will not go into effect until it is accepted by LENDER in writing.
20. **Limitation of Liability.** Insured recognizes and agrees that LENDER is a lender and not an insurance company and that LENDER assumes no liability as an insurer hereunder. LENDER's liability for breach of any of the terms of this Agreement or the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of LENDER's gross negligence or willful misconduct.
21. **Governing Law.** The law of the State of the insured's residence shall govern this Agreement, except, for Maine insureds this contract is governed by the laws of the State of New York. For Virginia insureds this contract shall be governed by the laws of the State of Virginia. Guam contracts will be governed by the laws of New York.
22. **Signature and Acknowledgement.** Insured has signed and received a copy of this Agreement. If the insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of the insured. All the insured's listed in any Policy have signed. Insured acknowledges and understands that insurance premium financing law does not require an insured to enter into a premium financing agreement as a condition of the purchase of any insurance policy.
23. **Additional Insured.** There is nothing in any Policy that would require Lender to notify or get the consent of any third party to effect cancellation of such Policy.
24. **Privacy/Compensation.** Information regarding our privacy policies and compensation arrangements with your insurance agent/broker may be found at <http://www.iaicc.com/privacy.html>.

Place (X) If Not Authorized (See #3 below)		SCHEDULE OF POLICIES (Continue Schedule on Attachment if Necessary)								
Policy Number and Prefix (Itemized)	X	Full Name of Insurance Company and Name and Address of Policy Issuing Agent or Company Office To Which Premium is Paid and Notices are Sent	Type of Policy Premium	Audit Info*	Earn % Minimum	Term in Mos. Cov. By Prem.	Effective Date			Policy Premiums
							M	D	Y	
ELU11158809		C: XL Specialty Insurance Company	EPL :0		0.00	12	06/01/2009			13,000.00
W15L9F09PNPT		C: Lloyd's of London	PL :0		0.00	12	06/01/2009			135,000.00
			State Tax							4,860.00
			Surcharge Fee							270.00
287392169		C: Continental Casualty Company	E&O :0		0.00	12	06/01/2009			84,375.00
(AR=ASSIGNED RISK), (A=AUDITABLE), (LS=LOSS SENSITIVE)							TOTAL PREMIUMS (Record in "A")			237,505.00

ADDITIONAL REPRESENTATIONS & WARRANTIES OF BROKER OR AGENT

1. Warrants that it is the authorized Policy issuing agent of the insurance companies or the broker placing the coverage directly with the insurance company on all the Policies scheduled except those indicated with an "X" above.
2. Warrants that there are no policies included in this Agreement which are subject to audit, report of values, retrospective rating, or minimum earned premium, except as indicated below, and that, if there are any, the deposit or provisional premium thereon is not less than the anticipated premium to be earned for the full term of the policy.
Policy No.(s): _____ Minimum earned premium, if any: \$ _____
3. Warrants that there are no assigned risk policies in the Schedule of Policies except as indicated in the Schedule of Policies.
4. The Agent or Broker will hold in trust for LENDER any payments made or credited to the insured through the Agent or Broker directly, indirectly, actually or constructively, by any of the insurance companies listed in the Schedule of Policies and will pay the monies to LENDER upon demand to satisfy the then outstanding balance hereunder.
5. The Agent or Broker will promptly notify LENDER in writing if any information on this Agreement becomes inaccurate.
6. Warrants that all material information concerning the insured and the policies necessary for Lender to cancel the policies and receive the unearned premium has been disclosed to Lender.
7. There is nothing in any Policy that would require Lender to notify or get the consent of any third party to effect cancellation of such Policy.