

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: FriendFinder Networks Inc.	Case Number: 13-12405-CSS	<div style="text-align: center;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Andrew B. Conru Trust Agreement		
Name and address where notices should be sent: Joshua M. Mester Joshua D. Morse Jones Day 555 South Flower Street, 50 th Floor Los Angeles, CA 90071 Telephone number: 213-489-3939 emails: jmester@jonesday.com; jmorse@jonesday.com		
Name and address where payment should be sent (if different from above): Andrew B. Conru Trust Agreement Andrew B. Conru, Trustee 2125 1 st Avenue, #2904 Seattle, WA 98121 Telephone number: _____ email: _____		

RECEIVED
NOV 12 2013
BMC GROUP

1. Amount of Claim as of Date Case Filed: § See Addendum
 If all or part of the claim is secured, complete item 4.
 If all or part of the claim is entitled to priority, complete item 5.
 Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: See Addendum
 (See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
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4. Secured Claim (See instruction #4)
 Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)	Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
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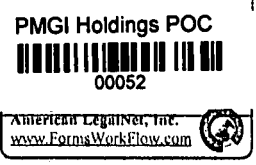
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (n)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, 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 \$2,775* 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 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of a.

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction



7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

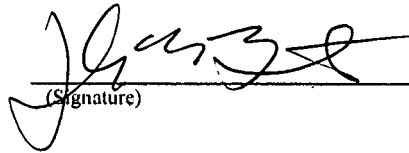
8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Joshua M. Mester
 Title: Counsel
 Company: Jones Day
 Address and telephone number (if different from notice address above):
See above


 (Signature)

11/11/13
 (Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
 Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
 Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
 State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
 State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
 State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
 Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
 If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
 Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
 If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
 An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
 Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
 The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim.

However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



**ADDENDUM TO PROOF OF CLAIM AND INTERESTS
FILED BY ANDREW B. CONRU TRUST AGREEMENT**

A. Basis for Claim.

Claimant Andrew B. Conru Trust Agreement ("Claimant"), hereby asserts this proof of claim (the "Claims") against Debtor Interactive Network, Inc. ("INI"), and Debtor FriendFinder Networks Inc. ("FFN," and, together with INI, the "Debtors") and interests in FFN ("Interests"), and together with the Claims, the "POC"), each as set forth below:

1. *Unsecured Claim For Unpaid Amounts Under the Consent Agreement*

On or about October 27, 2010, Claimant executed a letter agreement with the Debtors regarding the payment of certain consent and exchange fees (the "Consent Agreement"). Pursuant to the Consent Agreement, Claimant agreed to (i) waive certain terms and conditions relating to certain Second Lien Notes issued by INI in December 2007, and (ii) exchange certain of Claimant's indebtedness of INI for new non-cash pay second lien notes that were issued in October 2010 by the Debtors as co-issuers. In exchange, the Debtors agreed to pay Claimant four (4) Consent and Exchange Fees specified in the Consent Agreement.

Prior to the commencement of these bankruptcy cases, the Debtors satisfied the first two (2) payments with respect to the Consent and Exchange Fees under the Consent Agreement. The Debtors, however, failed to satisfy the last two (2) payments with respect to the Consent and Exchange Fees under the Consent Agreement in the aggregate amount of \$1,137,500.00. Accordingly, Claimant asserts an unsecured Claim in the amount of \$1,137,500.00 against each of the Debtors based upon rights arising under and related to the Consent Agreement, plus any pre and/or postpetition interest to which Claimant may be entitled.

The Consent Agreement is in the possession of Claimant and the Debtors and a copy is available upon written request.

2. *Unsecured Claim Under 2009 Letter Agreement*

On or about October 8, 2009, Claimant executed a letter agreement with the Debtors (the "2009 Letter Agreement") regarding, among other things, the satisfaction of obligations relating to the payment of Value Added Tax liabilities to various foreign taxing authorities. In addition, the 2009 Letter Agreement confirms, among other things, various continuing rights and protections afforded to Claimant by the Debtors in respect of any liability that may arise in connection with the Debtors' resolution of the VAT liabilities.

Claimant asserts an unsecured Claim for unliquidated amounts based upon, arising, under, or related to the 2009 Letter Agreement, including without limitation, amounts for reimbursement and indemnification.

The 2009 Letter Agreement is in the possession of Claimant and the Debtors and a copy is available upon written request.

B. Equity Interests in FFN

Claimant is also the beneficial holder of 3,280,879 shares of common stock of FFN. Claimant also asserts rights under that certain Stock Option Agreement between FFN and Claimant dated as of July 7, 2008 (the "Stock Option Agreement").

The Stock Option Agreement is in the possession of Claimant and the Debtors and a copy is available upon written request.

C. Reservation of Rights.

This POC is filed under compulsion of the bar date that has been established in these Chapter 11 cases. Claimant expressly reserves all rights accruing to it and the filing of this POC is not intended to be and shall not be construed as: (i) an election of remedy; (ii) waiver of any past, present, or future event of default; (iii) a waiver or limitation of any rights of Claimant, including, without limitation, a waiver of the obligations owing to Claimant or rights, claims, actions, defenses, set-offs or recoupments to which Claimant is or may be entitled to under the relevant documents or otherwise, in law or equity; or (iv) a waiver or limitation of any other rights of Claimant.

Filing this POC is also not and should not be construed to be (i) a waiver or release of Claimant's rights against any person, entity, or property; (ii) a consent by Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of this POC, any objections or other proceedings commenced with respect thereto, or any other proceeding commenced in these Chapter 11 cases or otherwise involving Claimant; (iii) consent by Claimant to trial by jury as to any and all matters so triable herein or in any case, controversy or proceedings related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (iv) a waiver of the right of Claimant to a trial by jury in any matter herein or in any case, controversy or proceeding related hereto; (v) a waiver of the right of Claimant to have final orders in non-core matters entered only after *de novo* review by the United States District Court; (vi) a waiver of Claimant's right to file a request for payment of an administrative expense under section 503(b) of the Bankruptcy Code, or (vii) a waiver of the right to move to withdraw the reference, or otherwise challenge the jurisdiction of the Bankruptcy Court with respect to the subject matter of this POC, any objection or other proceedings commenced with respect thereto or any other proceeding commenced in these Chapter 11 cases against or otherwise involving Claimant. Additionally, this POC is without prejudice to any and all other claims and interests that may be held by Claimant.

Claimant reserves the right to amend or supplement this POC in any way, including without limitation (i) setting forth or changing the basis or the amount of the claim described herein; (ii) further describing said claim; and (iii) providing further evidence relating to said Claim or Interest.

C. Notice.

All objections and other notices, pleadings, demands, or documents relating to this POC should be delivered to:

Andrew B. Conru Trust Agreement
Andrew B. Conru, Trustee
2125 1st Ave. #2904
Seattle, WA 98121

With a copy to:

Joshua M. Mester
Joshua D. Morse
JONES DAY
555 South Flower Street, 50th Floor
Los Angeles, CA 90071

JONES DAY

555 SOUTH FLOWER STREET • FIFTIETH FLOOR • LOS ANGELES, CALIFORNIA 90071.2300

TELEPHONE: +1.213.489.3939 • FACSIMILE: +1.213.243.2539

Direct Number: (213) 243-2512
kfloyd@jonesday.com

November 11, 2013

VIA UPS


BMC Group, Inc.
Attn: FriendFinder Networks, Inc. Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

Re: Proofs of Claim for Filing

To Whom it May Concern:

Enclosed please the original and a copy of each of four proofs of claim for filing. Also enclosed is a return envelope and airbill for the shipment of a filed stamped copy of each to me. If you have any questions please feel free to contact me. Thank you.

Regards,



Kevin Floyd

Enclosures

RECEIVED

NOV 12 2013

From: (213) 489-3939
Kevin Floyd
Jones Day
555 South Flower Street, 50th Floor
Los Angeles, CA 90071

Origin ID: EMTA



J13201306280326

Ship Date: 11NOV13
ActWgt: 0.5 LB
CAD: 105424685/WSX12500

BMC GROUP

Delivery Address Bar Code



SHIP TO: (213) 243-2512
Attn: FriendFinder Networks Claims
BMC Group, Inc.
18675 Lake Dr E

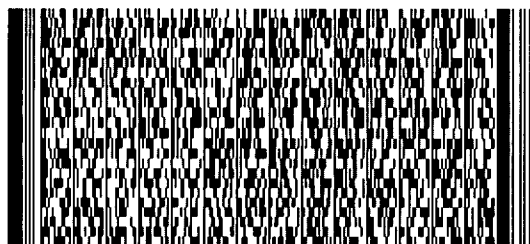
BILL SENDER

Ref # JP016583, 377559-600001
Invoice #
PO #
Dept #

Chanhassen, MN 55317

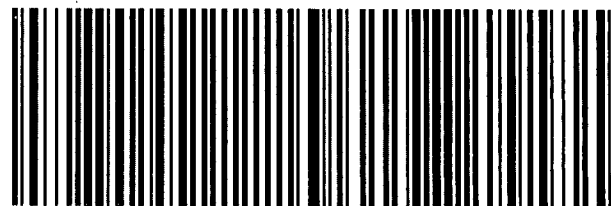
TUE - 12 NOV 10:30A
PRIORITY OVERNIGHT

TRK# 7971 3150 5330
0201



XH FBLA

55317
MN-US
MSP



FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.