

Commonwealth of Pennsylvania with a principal place of business located at Two Bala Plaza, Suite 300, Bala Cynwyd, Pennsylvania.

5. UGI Energy Services is a corporation, which operates as a natural gas supplier and which maintains a place of business located at 1 Meridian Boulevard, Suite 2C01, Wyomissing, Pennsylvania 19610.

6. Crescent is the owner of the building located at 640 W. Germantown Pike. Plymouth Meeting, Montgomery County, Pennsylvania commonly known as the Double Tree Plymouth Meeting Hotel (the "Building").

7. The Building is a commercial hotel and banquet facility containing more than 250 guest suites, banquet facilities and kitchen facilities, which serve Crescent's business invitees on a daily basis.

8. At all times relevant herein, PECO and/or Exelon were the public utility for electric and gas services in the area where the Building is located.

9. Crescent believes and therefore avers that prior to August 7, 2007, PECO entered into an agreement with Celeren whereby Celeren purchased the rights to supply and outsource utility services, including electricity, to end users such as Crescent.

10. On or about August 7, 2007, Crescent and Celeren entered into a written Utility Outsource Service Agreement (the "Agreement") whereby Celeren assumed the responsibility to pay for the Building's utility commodities listed in the agreement, including the electric service in return for a fixed monthly payment of \$38,782. A true and correct copy of the Utility Outsource Agreement is attached hereto as Exhibit "A" and made a part hereof.

11. Pursuant to the Agreement, Celeren agreed that it would "be and otherwise act as",

the “sole energy consultant, agent, aggregator, broker, supplier, and/or energy marketer as such terms are defined by applicable federal and state laws” on behalf of Crescent Agreement, Article 2.1 (emphasis added).

12. At all times relevant herein, it was Crescent’s belief and understanding, based upon the language of the Agreement, that Celeren would supply the electricity for the Building through an Ancillary Agreement Celeren had with PECO and/or Exelon.

13. Upon information and belief, prior to entering into the Agreement with Crescent, Celeren never had any intention of paying PECO and Exelon pursuant to said Agreement.

14. Therefore, Celeren fraudulently negotiated and entered into the Agreement with Crescent.

15. At all times relevant herein, Celeren represented to Crescent that it had procured and executed an Agreement with PECO, whereby PECO would supply electricity to the University in return for Celeren’s payment of the monthly natural gas and electric bills for the University.

16. At all times relevant herein, Crescent fulfilled its obligations under the Agreement by making the agreed-upon monthly payments for the natural gas and electric service to Celeren.

17. From August 1, 2007, through the present, Crescent fulfilled the terms of the Agreement by paying the monthly rate for the electric service supplied through Celeren.

18. Crescent believes and therefore avers that Celeren, despite receiving the payments from Crescent pursuant to the Agreement, failed to make the appropriate payments for the electric service to PECO and Exelon pursuant to its agreement with PECO and Exelon.

19. On or about July 14, 2008, Crescent received notice from PECO and Exelon that the payments for the electric service for the Building were delinquent.

20. At no time during the Delinquency Period did Celeren inform Crescent that it had failed to make the payments to PECO and Exelon for the electric service it supplied to Crescent

21. At all times relevant herein, PECO and Exelon knew and understood that Celeren was responsible for remitting payment to PECO and Exelon for the electric service for the Building.

22. PECO and Exelon failed to notify Crescent about the delinquent status of its account for almost one year after the delinquency began.

23. During the relevant time period, Crescent made payments to Celeren in excess of \$125,000, which were more than sufficient to pay the electric bills for the Building during that time period.

24. PECO and Exelon have informed Crescent that as of July 14, 2008, the amount of delinquencies is approximately \$125,000.

25. Crescent, in order to avoid the shut off, paid PECO approximately \$125,000 for past electric service.

26. In making the recent payment directly to PECO, Crescent has essentially paid twice for the utility services provided by PECO and/or Exelon.

27. Moreover, at no time during the Delinquency Period did Celeren inform Crescent or provide Crescent with notice that it had failed to make the payments to PECO for the electricity service it supplied to Crescent.

28. In fact, during the Delinquency Period, Celeren entered into forbearance, and/or payment agreements with PECO and other utility service providers, and intentionally failed to tell Crescent about the existence of any such agreements, or Celeren's intentional failure to pay utility service providers, and continued to intentionally defraud Crescent.

29. Although PECO knew that Celeren was supposed to pay the bills for Crescent, PECO did not notify Crescent of the delinquency or the aforementioned forbearance and/or payment agreement until June 2008.

30. Since Crescent did not know Celeren was not paying PECO, Crescent continued to make payments to Celeren pursuant to the Agreement.

COUNT ONE
(Crescent v. PECO Energy, Exelon Corporation and Celeren Corporation)

31. Crescent incorporates the allegations contained in paragraphs 1 through 30 above as if fully set forth at length herein.

32. On or about February 2, 2004, PECO and Exelon issued a Tariff entitled the “Electric Generation Supplier Coordination Tariff” (“the Tariff”).

33. Pursuant to the Tariff, an Electric Generation Supplier or “EGS” is defined as “a supplier of electric generation that has been certified or licensed by the Pennsylvania Public Utility Commission to sell electricity to retail customers within the Commonwealth of Pennsylvania in accordance with the Competition Act” [the Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S.A. §2801 *et seq.*]

34. Article 15.1 of the Tariff provides the following with regard to the liability of PECO and Exelon:

The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the Company’s distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

35. PECO and Exelon owed a duty to Crescent to investigate whether Celeren qualified as an EGS under the Tariff.

36. If Celeren qualified as an EGS, PECO and Exelon owed a duty to Crescent to treat Crescent as an end user with all of the rights and protections any customer who received electricity directly from PECO and Exelon.

37. In the alternative, if Celeren was not an EGS, PECO and Exelon owed Crescent a duty to so inform Crescent and provide it with notice that Celeren was not fulfilling the terms of its agreement with PECO and Exelon, thereby subjecting Crescent to the possibility of having the service terminated.

38. Pursuant to the Tariff, the PUC regulations and the applicable statute, Title 66 of the Pennsylvania Consolidated Statutes, PECO and Exelon owed a duty to Crescent to inform it of the alleged delinquency so that Crescent could take appropriate action to enforce its rights against Celeren and mitigate the alleged delinquency.

39. PECO and Exelon breached their duty by failing to conduct proper due diligence as to whether Celeren was a proper EGS and by failing to notify Crescent of the alleged delinquency with the electric bills.

40. Because PECO and Exelon breached their duties to Crescent, PECO and Exelon allowed charges of approximately \$125,000 to accrue while also allowing Crescent to continue paying Celeren unaware that Celeren was not remitting the payment to PECO and Exelon.

41. PECO and Exelon have threatened to shut off the electric service to the Building.

42. In order to avoid shut off Crescent made a second payment of approximately \$125,000 to PECO and/or Exelon.

43. Based on the foregoing, PECO and Exelon are estopped from collecting or attempting to collect the electric charges that accrued from April 1, 2008 through July 3, 2008 for the Building.

44. Based on the foregoing, PECO and Exelon are estopped from collecting or attempting to collect the electric charges that accrued from April 1, 2008 through July 3, 2008 for the Building.

45. Based on the foregoing, PECO and Exelon must be enjoined from collecting or attempting to collect the electric charges that accrued from August 1, 2007, through August 1, 2008, for the Building.

46. Based on the foregoing, Celeren is entitled to an Order stating that the electric charges for the Building from April 1, 2008 through July 3, 2008 shall be returned to Celeren and Celeren is not required to make any further payment to any party on account of said electric charges.

WHEREFORE, Plaintiff, Crescent Hotel Plymouth Meeting, L.P., respectfully requests the entry of an Order:

a. Compelling Defendants PECO Energy and Exelon Corporation to return and remit to Crescent any electric charges paid to Celeren from April 1, 2008 through July 3, 2008 and then paid again to PECO and Exelon;

b. Enjoining Defendants PECO Energy and Exelon Corporation from collecting or attempting to collect any electric charges that accrued from April 1, 2008 through July 3, 2008 for the property located at 640 W. Germantown Pike. Plymouth Meeting, Montgomery County, Pennsylvania;

c. Declaring that Crescent Construction, Inc. is not liable for the electric charges that accrued from April 1, 2008 through July 3, 2008 for the property located at 640 W. Germantown Pike. Plymouth Meeting, Montgomery County, Pennsylvania; and

d. Awarding legal fees and costs to Crescent.

COUNT TWO
(Crescent v. UGI/Gas Mark)

47. Crescent incorporates the allegations contained in paragraphs 1 through 46 above as if fully set forth at length herein.

48. The Outsource Service Agreement executed by Crescent and Celeren (Exhibit "A" hereto) also provided that Celeren would supply natural gas for the Building through an Ancillary Agreement with a supplier.

49. Crescent believes and therefore avers that Celeren entered into a Base Agreement for the Purchase and Sale of Natural Gas with UGI/Gas Mark.

50. Pursuant to the aforementioned agreement, UGI agreed to sell natural gas to Crescent at the specified rates.

51. Without Crescent's knowledge, Celeren failed to pay UGI for the natural gas supplied to the Building from August 2007 through the present.

52. Despite the fact that the invoices identify the Customer as "Plymouth 550, 640 W. Germantown Pike" and the contact address as "640 W. Germantown Pike. Plymouth Meeting, Montgomery County, Pennsylvania", UGI failed to notify Crescent of the alleged delinquency in the payment of the bills for the natural gas service to the Building.

53. UGI claims that Crescent is liable for approximately \$21,000 in delinquent natural gas charges for the Building. Crescent paid the \$21,000.00 to UGI and Celeren.

54. Pursuant to the PUC regulations and the applicable statute, Title 66 of the Pennsylvania Consolidated Statutes, UGI owed a duty to Crescent to inform it of the alleged

delinquency so that Crescent could take appropriate action to enforce its rights against Celeren and mitigate the alleged delinquency.

55. UGI breached its duty by failing to notify Crescent of the alleged delinquency.

56. Because UGI failed to notify Crescent of Celeren's failure to pay for the natural gas service, UGI allowed the delinquent charges to accrue while also allowing Crescent to continue paying Celeren unaware that Celeren was not remitting the payment to UGI.

57. Based on the foregoing, UGI is estopped from collecting or attempting to collect the charges that accrued from August 1, 2007 through August 1, 2008 for the Building.

58. Based on the foregoing, UGI must be enjoined from collecting or attempting to collect the charges that accrued from August 1, 2007 for the Building.

59. Based on the foregoing, Crescent is entitled to an Order stating that the natural gas charges for the Building from August 1, 2007 have been paid to UGI in error. Crescent is entitled to a full refund of all payments made to UGI that were initially paid to Celeren.

WHEREFORE, Plaintiff, Crescent Hotel Plymouth Meeting, L.P., respectfully requests the entry of an Order:

a. Enjoining Defendant UGI Corporation from collecting or attempting to collect any natural gas charges that accrued from August 1, 2007 through August 1, 2008 for the property located at 640 W. Germantown Pike. Plymouth Meeting, Montgomery County, Pennsylvania;

b. Declaring that all monies Crescent Construction, Inc. paid UGI that they had previously Celeren be returned to the property located at 640 W. Germantown Pike. Plymouth Meeting, Montgomery County, Pennsylvania.

COUNT THREE
(Crescent v. Celeren, PECO, Exelon and UGI)

60. Crescent incorporates the allegations contained in paragraphs 1 through 59 above as if fully set forth at length herein.

61. All Defendants, PECO, Exelon, UGI and Celeren have committed and carried out a systematic and widespread course of fraudulent and deceptive conduct from 2005 to approximately 2008.

62. At all times relevant herein, Celeren conspired, committed fraud and made fraudulent misrepresentations to Crescent as set forth above and as follows:

a. Celeren negotiated and formed the Agreement with Crescent which Celeren had no intentions of performing and complying with;

b. Celeren received payments on a monthly basis from Crescent knowing that it had no intention of using the money to pay the utility bills;

c. Celeren intentionally diverted the payments it received from Crescent to its own use and/or to pay for debts other than those for which the payments were to be used pursuant to the parties' Agreement;

d. Celeren intentionally concealed from Crescent the fact that it was not using the money it had received to pay the utility bills;

e. Celeren represented to Crescent that it was paying the utility bills as required by the parties' Agreement; and

f. Failing to inform Crescent that payments were not being made to Defendants, PECO and Exelon.

63. At all times relevant herein, PECO, UGI and Exelon conspired, committed fraud and made fraudulent misrepresentations to Crescent as set forth above and as follows:

a. Knowingly allowing Crescent's delinquent charges to accrue while also allowing Crescent to continue paying Celeren, while PECO, Exelon and UGI were aware that Celeren was not remitting the payment to PECO and Exelon;

b. Knowingly failed to notify Crescent of Celeren's failure to pay for the electrical service; and

c. Knowingly failed to notify Crescent about the delinquent status of its account for almost one year after the delinquency began.

64. All Defendants' actions were willful, wanton and done with a careless indifference as to the consequences of its actions on other parties including Crescent.

65. All Defendants knew, or reasonably should have known, that its above-referenced acts and representations were false and fraudulent when made or made them with reckless disregard as to their truth or falsity.

66. All Defendants' intentional misrepresentations and fraudulent acts were made for the purpose of defrauding Crescent so that Crescent would continue to make payments to Celeren without knowing that the money was not being used to pay the utility bills.

67. Crescent reasonably relied upon and acted in reliance upon the Defendants' fraud and misrepresentations by continuing to fulfill the terms of the Agreement by paying the monthly rate for the gas service supplied through Celeren.

68. The Defendants' above-described actions were intentional and made with the intention of defrauding Crescent.

69. The Defendants intended that Crescent would act in reliance upon these fraudulent acts, false statements, and/or concealment of material facts, causing Crescent to continue paying the monthly rate for the electric service supplied through Celeren.

70. In addition to the payments made by Crescent to Celeren as a result of Celeren's fraud, Crescent made direct payments to PECO, Exelon and UGI which they demanded as a result of Celeren's fraudulent non-payment of PECO, Exelon and UGI on behalf of Crescent.

71. Upon information and belief, the Defendants have committed the same or similar acts of fraud and deception upon other utility consumers like Crescent, over the past several years.

72. On or about September 12, 2008, Celeren filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code seeking bankruptcy protection.¹

73. Following Celeren's bankruptcy petition filing, approximately 210 Proofs of Claim were filed by Crescent, and several companies and third party utility consumers which are creditors just like Crescent, which are owed money by Celeren as a result of Celeren's systemic and widespread fraud. Due to the volume of Proofs of Claim filed by 210 creditors in Celeren's bankruptcy action, these Proofs of Claim are not attached to this Complaint, however a true and correct copy of the bankruptcy schedule listing the 210 creditors who have filed Proofs of Claim are attached hereto as Exhibit "B."

74. The existence of the 210 Proofs of Claim filed in Celeren's bankruptcy action is evidence that Celeren has clearly committed a widespread and systematic course of fraud and deception against other utility purchasers and utility companies in addition to Crescent.

75. Furthermore, PECO, Exelon and UGI are liable to Crescent for the fraudulent acts of

¹ Celeren's bankruptcy action is currently pending in the United States Bankruptcy Court for the District of Delaware titled *In re: Celeren Corporation, debtor*, No. 08-12132 (BLS). On October 15, 2008, the case was

Celeren pursuant to the natural gas supplier (“NGS”) licensing regulations, 52 Pa. Code. §§ 62.102 and 62.114.

76. PECO, Exelon and UGI are licensed NGS.

77. As an NGS in the Commonwealth of Pennsylvania, PECO, Exelon and UGI are subject to the provisions of Chapter 62 of the Pennsylvania Code – Natural Gas Supply Customer Choice and the Public Utility Code – Title 66 of the Pennsylvania Consolidated Statutes.

78. Pursuant to Section 62-101, Celeren is a “nontraditional marketer” and/or a “marketing sales consultant” as those terms are defined by 52 Pa. Code § 62.101:

Nontraditional marketer--A community-based organization, civic, fraternal or business association, or common interest group that works with a licensed supplier as an agent to market natural gas supply services to its members or constituents. A nontraditional marketer:

- (i) Conducts its transactions through a licensed NGS.
- (ii) Does not collect revenues directly from retail customers.
- (iii) Does not require its members or constituents to obtain its natural gas service through the nontraditional marketer or a specific licensed NGS.
- (iv) Is not responsible for the scheduling of natural gas supplies.
- (v) Is not responsible for the payment of the costs of the natural gas to its suppliers or producers.

...

Marketing services consultant--A commercial entity, such as a telemarketing firm or auction-type website, or energy consultant, that under contract to a licensee or a retail customer, may act as an agent to market natural gas supply services to retail gas customers for the licensee or may act as an agent to recommend the acceptance of offers to provide service to retail customers. A marketing services consultant:

- (i) Does not collect natural gas supply costs directly from retail customers.
- (ii) Is not responsible for the scheduling of natural gas supplies.

(iii) Is not responsible for the payment of the costs of the natural gas to suppliers, producers, or NGDCs.

52 Pa. Code § 62.101.

79. Pursuant to Section 62-102(d), PECO, Exelon and UGI, as the NGS, are responsible for all fraudulent, deceptive or other unlawful marketing or billing acts committed by the nontraditional marketer, Celeren. 52 Pa. Code § 62.102 provides:

(d) A nontraditional marketer is not required to obtain a license. The licensed NGS shall be responsible for violations of 66 Pa.C.S. (relating to the Public Utility Code), and applicable regulations of this title, orders and directives committed by the nontraditional marketer and fraudulent, deceptive or other unlawful marketing or billing acts committed by the nontraditional marketer.

(e) A marketing services consultant is not required to obtain a license. The licensed NGS shall be responsible for violations of 66 Pa.C.S. and applicable regulations of this title, orders and directives committed by the marketing services consultant and fraudulent, deceptive or other unlawful marketing or billing acts committed by the marketing services consultant.

80. Pursuant to 52 Pa. Code § 62.102, PECO, Exelon and UGI are responsible for the fraudulent, deceptive and other unlawful marketing and billing acts committed by Celeren, i.e., Celeren's failure to pay PECO, Exelon and UGI.

81. As a result of Celeren's fraud which PECO, Exelon and UGI are responsible for, Crescent has suffered damages in an amount in excess of \$50,000.

WHEREFORE, Plaintiff Crescent Hotel Plymouth Meeting, LP demands judgment in its favor and against Defendants, PECO, Exelon, UGI and Celeren, in an amount in excess of \$50,000 plus interest, costs and any other relief this Court deems just and proper.

COUNT FOUR

(Crescent v. PECO Energy and Exelon Corporation)

82. Crescent incorporates the allegations contained in paragraphs 1 through 81 above as if fully set forth at length herein.

83. PECO/Exelon demanded and required Crescent to pay \$125,000 to avoid a shut off of the electrical and gas service to the Property.

84. The \$125,000 payment was for a period encompassed by the alleged deficiency, i.e., the period when Celeren should have been paying PECO/Exelon for the service to the Property.

85. Crescent had already paid Celeren for the services

86. As noted above, PECO/Exelon was in a position to know that Celeren stopped making payments for the services provided to the property.

87. PECO/Exelon did not provide notice to Crescent that the payments had stopped and that it considered the account delinquent and/or in default.

88. Crescent had no way of determining that PECO/Exelon considered the account delinquent or in default unless notice was provided by PECO/Exelon.

89. If PECO/Exelon had provided prompt notice to Crescent that it considered the account delinquent or in default, Crescent could have ceased making payments to Celeren.

90. Instead of providing timely notice to Crescent, PECO/Exelon opted to wait for the delinquency to exceed \$125,000 before informing Crescent.

91. PECO/Exelon then required Crescent to pay \$125,000 for services that Crescent had already paid to Celeren.

92. If PECO/Exelon had provided prompt notice to Crescent that it considered the

EXHIBIT "A"



ENERGY OUTSOURCE SERVICE AGREEMENT

This Energy Outsource Service Agreement (this "Agreement") is entered into as of the Effective Date (defined as the earlier of the Commencement Date or the CELEREN signature date below) by and between CELEREN and CUSTOMER (each a "Party"), each at its respective office set forth hereafter:

Celeren Corporation
111 Presidential Blvd., Suite 200
Bala Cynwyd, PA 19004
("CELEREN")

Crescent Hotel Plymouth Meeting
LP
1965 Waddle Road
State College, PA 16803
("CUSTOMER")

Each Party agrees to the following in accordance with the attached Terms and Conditions:

FACILITY

The facility ("Facility") subject to this Agreement is located at: DoubleTree Guest Suites, 640 West Germantown Pike, Plymouth Meeting, PA 19462

TERM

The term of this Agreement ("Term") shall be continuing from the Commencement Date until the last day of the Cancellation Month as defined by and in accordance with the attached Terms and Conditions.

Commencement Date
August 1, 2007*

Monthly Payment*
\$38,782

ENERGY PROCESS MANAGEMENT SERVICES

During the Term, CELEREN will provide energy process management services for the following meter account numbers in accordance with the attached Terms and Conditions (the "Services"):

Electric from PECO to the following meter account number(s):

48783-42015

Natural Gas from PECO to the following meter account number(s):

57908-01208

Natural Gas from UGI Energy Services to the following meter account number(s):

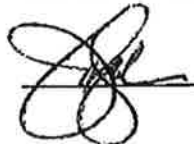
PLYM550

Accepted:

For CELEREN:

For CUSTOMER:


Date: 9-11-07
Michael J. Kelly
Chief Operating Officer


Date: 8/22/07

* CELEREN reserves the right to revise the Monthly Payments prior to execution by CELEREN, provided that such revised Monthly Payment is acceptable to CUSTOMER.



Energy Outsource Service Agreement
Standard Terms and Conditions

ARTICLE 1: PAYMENT TERMS AND REVISIONS

1.1 **Monthly Payments:** CUSTOMER shall pay the monthly payment ("Monthly Payment") as set forth on and in accordance with the face page of this Agreement to CELEREN on the Commencement Date and the first day of each month of the Term thereafter; provided, however, that CELEREN shall be entitled to late fees equal to 2%, plus a daily accrual at an annual percentage rate of 18%, including reasonable attorneys' fees and court costs, on any outstanding unpaid balance of all payments measured from the date such payment was due until the date such payment is received by CELEREN. The Monthly Payment shall be inclusive of (i) all amounts due and owing to accomplish the provision of the Services, and (ii) federal, state and local taxes related to the provision of the Services. CELEREN shall deliver a monthly notice to CUSTOMER on or about the 15th day of each month prior to the next Monthly Payment.

1.2 **Monthly Payment Revision:** CELEREN reserves the right to revise the amount of the Monthly Payment at any time during the Term; provided, however, that any revision of the Monthly Payment shall be (i) effective 12 months from the date of written notice to CUSTOMER ("Revision Notice") to be set forth on the monthly Outsource Agreement Summary Report (or as otherwise noticed in writing by CELEREN) and (ii) defined in terms of a revised possible maximum Monthly Payment.

1.3 **Material Change Revision:** CELEREN is entitled to revise the Monthly Payment effective 30 days from the date of a Revision Notice when such revision is the result of (i) a Material Change (as defined below) or (ii) CUSTOMER's receipt of at least 3 late payment notices issued to CUSTOMER at any time during the Term pursuant to Article 6.2.5 hereof. A "Material Change" shall mean a change in the use, occupancy and/or operation of the Facility which results in an increase or decrease in the consumption of energy-related commodities equal to or more than 5% of historical monthly usage.

ARTICLE 2: COMMODITY PURCHASE AGREEMENTS

2.1 **Ancillary Agreements:** As of the Effective Date, CELEREN shall negotiate and execute on CUSTOMER's behalf as necessary purchase agreements for the delivery of those energy commodities as listed herein for the provision of the Services (each, an "Ancillary Agreement") (Ancillary Agreement shall further include each energy account for the energy commodities supplied to the Facility with any current and future energy providers); provided, however, that CUSTOMER hereby agrees that, as of the Effective Date, CELEREN shall be and otherwise act as, in its sole discretion as necessary from time to time, the sole energy procurement consultant, agent, aggregator, broker, supplier and/or energy marketer, as such terms are defined by applicable federal and state laws, on behalf of CUSTOMER in conjunction and accordance with this Agreement, for the energy commodities supplied to the Facility and covered by this Agreement. Any new account or account number changes created or caused by an Ancillary Agreement shall be included in the definition of the Services as set forth on the face page of this Agreement. In the event that CUSTOMER executes an Ancillary Agreement for the Facility after the Effective Date without prior approval by CELEREN, CUSTOMER agrees that CELEREN shall be entitled to either immediately cancel this Agreement or revise the Monthly Payment.

2.2 **CUSTOMER Cooperation:** CUSTOMER shall reasonably cooperate, at no cost to CUSTOMER, with CELEREN in securing an Ancillary Agreement, including completing a credit application and providing financial and other energy-related information relating to CUSTOMER and CUSTOMER's utility usage and credit history; provided, however, that CUSTOMER agrees to cooperate and pay for the cost of installation and monthly service fees, if any, for any physical improvements to the Facility related to an energy meter upgrade (such as telemetering equipment including without limitation a telephone line).

2.3 **Timely Payments:** CELEREN shall make all payments due under each Ancillary Agreement during the Term on or before the due date of such payment. Upon CELEREN's failure to make such timely payments, CUSTOMER shall have the right to make such payments directly to the third

party supplier. To the extent that CUSTOMER makes any direct payments under any Ancillary Agreement, and without limiting CUSTOMER's other rights and remedies hereunder, CUSTOMER shall have the unconditional right to set-off such amounts paid against the next Monthly Payment.

ARTICLE 3: CANCELLATION

3.1 **CUSTOMER Cancellation:** CUSTOMER shall have the right to cancel this Agreement by written notification to CELEREN. CUSTOMER shall deliver to CELEREN any cancellation notice no less than 30 days prior to the last day of the Cancellation Month. Such notification shall identify the month in which cancellation will occur (the "Cancellation Month") and cancellation shall be effective as of midnight of the last day of the Cancellation Month. Upon receipt of the cancellation notice, CELEREN shall provide instructions to the utilities and commodity providers to change the billing addresses to CUSTOMER for all bills due after the Cancellation Month. CUSTOMER shall remit its Monthly Payment to CELEREN for the Cancellation Month on its due date. Thereafter, CELEREN shall then pay all bills to utilities and commodity providers included in this Agreement that are due in the Cancellation Month.

3.2 **CELEREN Cancellation:** CELEREN shall have the right to cancel this Agreement in accordance with the terms and conditions of the preceding Section 3.1 by written notification to CUSTOMER except that CELEREN shall deliver to CUSTOMER any cancellation notice not less than 12 months prior to the last day of the Cancellation Month.

3.3 **Default Cancellation:** Either Party reserves the right to cancel this Agreement immediately in the Event of Default (as defined in Article 6) by the other Party ("Default Cancellation"). In the event of a Default Cancellation: (i) each Party shall remain liable for all payments due pursuant to the terms of this Agreement and only as of the date of the Event of Default; and (ii) the Cancellation Month shall be determined as the month prior to the month in which the default took place and such cancellation shall proceed in accordance with Article 3.1 above.

3.4 **Other Remedies:** Cancellation of this Agreement shall be without prejudice to either Party's right to recover damages from the other Party, or any other rights and remedies of either Party under this Agreement or available at law or equity. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

ARTICLE 4: FIRST MONTH TRANSITION PROCEDURE

4.1 CUSTOMER shall pay for the cost of all commodities invoiced prior to the Commencement Date, including any interim energy invoices that also include the cost of commodities used after the Commencement Date ("Transitional Invoices"). CUSTOMER must first pay in full the Transitional Invoices (including any pre-existing late fees as well as late fees assessed as a result of the late payment of the Transitional Invoices themselves) and then forward to CELEREN copies of all paid Transitional Invoices. Thereafter, CELEREN shall reimburse CUSTOMER for the cost of the post-Commencement Date commodities included on the Transitional Invoices, according to the following procedure: (i) Transitional Invoices will be divided by the number of days shown on such invoice between the most recent meter reading in the first month of the Term and the previous reading; (ii) the resulting amount will then be multiplied by the number of days from the Commencement Date to the date of the most recent meter reading; and (iii) then, CELEREN will pay the calculated amount to CUSTOMER provided that CUSTOMER has paid the initial Monthly Payment due on the Commencement Date.

ARTICLE 5: INDEMNIFICATION AND WARRANTIES

5.1 **Indemnity:** To the extent permitted by Applicable Laws, and except to the extent of the negligence or willful misconduct of the Party seeking to be indemnified, each Party shall indemnify and hold harmless the other Party from and against any and all claims against such Party, which relate to or result from or arise out of: (a) the Services; (b) any breach of this



Energy Outsource Service Agreement
Standard Terms and Conditions

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Agreement by either Party; (c) any action or omission of a Party; or (d) claims against the other Party for express or implied indemnity or contribution arising by reason of any of the above. There is no personal liability for either Party under this Agreement.

5.2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY MAKES NO WARRANTIES OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED. CUSTOMER WARRANTS THAT EACH ACCOUNT SUBJECT TO THIS AGREEMENT IS A COMMERCIAL NON-RESIDENTIAL ACCOUNT.

ARTICLE 6: EVENTS OF DEFAULT

6.1 Default by CELEREN: An Event of Default by CELEREN shall be deemed to have occurred if:

6.1.1 A CELEREN Bankruptcy occurs; or

6.1.2 CUSTOMER has notified CELEREN in writing of a failure by CELEREN to perform or comply with the material terms and conditions of this Agreement, or the Ancillary Agreements, or upon CELEREN's default of any of the Ancillary Agreements; provided, however, that such failure shall not constitute an Event of Default if cured by CELEREN, to the reasonable satisfaction of CUSTOMER, such satisfaction not to be unreasonably withheld, conditioned or delayed, within 15 days after written notice has been given to CELEREN demanding that such failure to perform be cured; provided, further, that if, as reasonably set forth in CUSTOMER's notice, CELEREN's failure or default relates to (i) the payment of any sums due hereunder or pursuant to the Ancillary Agreements, or (ii) the interruption of the delivery of utilities to the Facility, CELEREN shall have only 3 Business Days after written notice to cure such non-payment or interruption.

6.2 Default by CUSTOMER: An Event of Default by CUSTOMER shall be deemed to have occurred if:

6.2.1 A CUSTOMER Bankruptcy occurs;

6.2.2 CUSTOMER assigns, options, agrees to sell, sells or otherwise conveys its obligations under this Agreement and the Ancillary Agreements in violation of the assignment provisions set forth herein;

6.2.3 CUSTOMER fails to provide to CELEREN prior to the execution of this Agreement all existing Ancillary Agreements (or other energy-related energy bill data) that have a material effect on the Monthly Payment;

6.2.4 CUSTOMER fails to pay a Transitional Invoice, including late fees due on the Transitional Invoice, as defined in Article 4.1; or

6.2.5 CELEREN has notified CUSTOMER in writing of a failure (including without limitation non-payment of any material amounts payable to CELEREN pursuant to the provisions of this Agreement) by CUSTOMER to perform or comply with the terms and conditions of this Agreement; provided, however, that such failure shall not constitute an Event of Default if cured by CUSTOMER, to the reasonable satisfaction of CELEREN, within 3 days after written notice has been given to CUSTOMER demanding that such failure to perform be cured. If CUSTOMER fails to cure such non-performance, then the date of the Event of Default shall revert back to the first date of non-performance.

ARTICLE 7: NOTICES

7.1 All notices shall be in writing. The Parties may change their addresses from time to time by written notice to the other Party.

ARTICLE 8: SUCCESSORS AND ASSIGNS

8.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. CELEREN, and in accordance with CELEREN's assignment procedures, this Agreement is freely

assignable by CUSTOMER in the event of a sale or transfer of ownership of the Facility. Otherwise, this Agreement is not assignable by CUSTOMER without the prior written consent of CELEREN, such consent not to be unreasonably withheld, conditioned or delayed.

ARTICLE 9: COMPLIANCE WITH LAWS AND STANDARDS

9.1 CELEREN shall comply with all applicable federal, state, county, and municipal statutes, ordinances and ("Applicable Laws"). CUSTOMER's standard rules and regulations relating to the Facility, and prudent industry practices in performing the Services.

9.2 CUSTOMER shall comply with all Applicable Laws, including without limitation all applicable directives, orders, decrees, pronouncements or other binding notices issued by a serving energy provider and received by CUSTOMER in whatever format is provided for in the energy provider's tariff relating to commodity usage restrictions for the Facility; provided, further, that CUSTOMER's failure to comply with this Section 9.2 shall (i) constitute a default in accordance with Section 6.2 hereof ("Usage Restriction Default") and (ii) obligate and bind CUSTOMER to timely payment of all penalties, premiums and/or excess consumption fees that are imposed or charged by the energy provider as a result of such Usage Restriction Default.

9.3 CELEREN is not liable or otherwise responsible to place deposits with any energy provider on behalf of CUSTOMER during the Term of this Agreement. CUSTOMER retains the sole responsibility and authority to place such deposits with the relevant energy provider.

ARTICLE 10: MISCELLANEOUS

10.1 This Agreement is the entire agreement and understanding of the Parties. Partial payment by CUSTOMER of a lesser amount than any amount due hereunder shall not be deemed an accord and satisfaction or otherwise prejudice CELEREN's right to receive or recover the full balance of the amounts due. This Agreement supersedes and cancels all other agreements between the Parties, written or oral, relating to the subject matter hereof, and cannot be modified without written consent of both Parties. The Parties agree that any controversy arising from, or relating in any way to, this Agreement shall be submitted to, and shall be resolved through, final and binding arbitration according to the American Arbitration Association ("AAA"). In the event that the AAA declines to accept jurisdiction of the controversy, the Parties shall be permitted to pursue their respective remedies in any court of competent jurisdiction in Montgomery County, Pennsylvania.

EXHIBIT "B"

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property"

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
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None

Sub-Total > **0.00** (Total of this page)

Total > **0.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re Celaren CorporationCase No. 08-12132 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Commerce Bank, N.A., account ending 2966	-	83,063.53
		Commerce Bank, N.A., account ending 6815	-	16,202.14
		Commerce Bank, N.A., account ending in 4305	-	32,327.68
		Commerce Bank, N.A. (escrow deposits)	-	272,977.92
		Commerce Bank, N.A. (CHR - escrow)	-	120,057.86
		Commerce Bank, N.A. (Diversified escrow)	-	1,165.82
		Commerce Bank, N.A. (Summerwood escrow)	-	58,941.23
		PNC Bank	-	22,717.12
3. Security deposits with public utilities, telephone companies, landlords, and others.		Bala Pointe Operator, LP - Landlord Security Deposit	-	28,554.00
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
Sub-Total >				636,007.30
(Total of this page)				

3 continuation sheets attached to the Schedule of Personal Property

In re Celoren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(e).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Please see attached Exhibit "B-16"	-	310,447.06
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			

Sub-Total > **310,447.06**
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

In re Celeran Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Misc. Computers (see attached Exhibit "B-28")		14,900.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
			Sub-Total >	14,900.00
			(Total of this page)	

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
34. Farm supplies, chemicals, and feed.	<input checked="" type="checkbox"/>			
35. Other personal property of any kind not already listed. Itemize.	<input checked="" type="checkbox"/>			

Sub-Total >	0.00
(Total of this page)	
Total >	961,354.36

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

(Report also on Summary of Schedules)

11:34 AM
11/04/08

" B-16"

Celeren Corporation
A/R Aging Summary
As of September 12, 2008

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>
ACW Arby's (3211 Kirkwood) 10600400	0.00	5,552.00	0.00	0.00
ACW Arby's (4000 Concord) 11600400	0.00	4,409.00	0.00	0.00
ACW Arby's Claymont 05600400	0.00	4,213.00	0.00	0.00
ACW Arby's Elverson 12600101	0.00	2,407.00	0.00	0.00
ACW Arby's Glasgow 06600400	0.00	4,717.00	0.00	0.00
ACW Arby's Harrington 07600400	0.00	4,877.00	0.00	0.00
ACW Arby's Middletown 14600400	0.00	587.00	0.00	0.00
ACW Arby's Mount Laurel 01600300	0.00	5,819.00	900.00	0.00
ACW Arby's New Castle 08600400	0.00	4,849.00	0.00	0.00
ACW Arby's Newark 09600400	0.00	3,981.00	0.00	0.00
ACW Arby's Parkesburg 02600101	0.00	4,562.00	0.00	0.00
ACW Arby's Seaford 15600400	0.00	804.00	0.00	0.00
ACW Arby's West Chester 03600101	0.00	4,138.00	0.00	0.00
ACW Arby's White Marsh 04600600	0.00	5,248.00	0.00	0.00
ACW Arby's Willingboro 13600300	0.00	5,188.00	0.00	0.00
CC Anchor Group Home 1220	357.00	491.00	0.00	0.00
CC Anchor Group Home 1609	160.00	204.00	0.00	0.00
CC Anchor Group Home 4214	162.00	189.00	0.00	0.00
CC Anchor Group Home 624	478.00	374.00	0.00	0.00
CC Catholic Charities Headquarters	14,676.00	15,797.00	0.00	0.00
CC Faithfully Frugal - Prince Frederick	332.00	366.00	0.00	0.00
CC Kennedy Institute Group Home -Wash DC	296.00	279.00	0.00	0.00
CC Spanish Catholic Center Gaithersburg	751.00	774.00	0.00	0.00
CC Spanish Catholic Center Langley Park	217.00	252.00	0.00	0.00
CIT AK Steel Corporation	7,500.00	0.00	0.00	0.00
CIT Cast Fab Technologies	2,068.20	23,300.00	0.00	0.00
CIT Duke Energy Ohio, Inc.	10,598.98	0.00	0.00	0.00
CIT Franklin Boxboard	385.00	0.00	0.00	0.00
CIT Interplastic Corp.	1,987.20	0.00	0.00	0.00
CIT Leggett & Platt, Inc.	0.00	10,000.00	0.00	0.00
CIT Pierre Foods	0.00	0.00	6,000.00	0.00
CIT Transwood	0.00	1,267.20	0.00	0.00
CIT Volpenhein Bros. Electric	0.00	522.08	0.00	0.00
CIT Worthington Industries	239.40	0.00	0.00	0.00
Summerwood Taco Bell 002158- Southampton	3,213.00	0.00	0.00	0.00
Summerwood KFC 005765- Wilmington, DE	3,821.00	0.00	0.00	0.00
Summerwood KFC 019727- Lima, PA	5,091.00	0.00	0.00	0.00
Summerwood KFC 030003- Hamilton Twp., NJ	4,901.00	0.00	0.00	0.00
Summerwood KFC 030008- Bala Cynwyd, PA	4,859.00	0.00	0.00	0.00
Summerwood Taco Bell 001864- Philadelphia	3,827.00	0.00	0.00	0.00
Summerwood Taco Bell 001927- Glassboro	3,865.00	0.00	0.00	0.00
Summerwood Taco Bell 001986- Levittown	2,883.00	0.00	0.00	0.00
Summerwood Taco Bell 002035- Wilmington	3,166.00	0.00	0.00	0.00
Summerwood Taco Bell 002060- Lansdale, PA	4,648.00	0.00	0.00	0.00
Summerwood Taco Bell 002170- Wilmington	3,877.00	0.00	0.00	0.00
Summerwood Taco Bell 002363- Mt. Holly	4,545.00	0.00	0.00	0.00
Summerwood Taco Bell 002429-	3,162.00	0.00	0.00	0.00
Summerwood Taco Bell 002497- Vineland, NJ	1,062.00	0.00	0.00	0.00

11:34 AM
11/04/08

Celeren Corporation
A/R Aging Summary
As of September 12, 2008

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>
Summerwood Taco Bell 002608- Phila	4,053.00	0.00	0.00	0.00
Summerwood Taco Bell 002674- Glenolden	4,302.00	0.00	0.00	0.00
Summerwood Taco Bell 002957- Phila	5,876.00	0.00	0.00	0.00
Summerwood Taco Bell 003728	3,460.00	0.00	0.00	0.00
Summerwood Taco Bell 003893	407.00	0.00	0.00	0.00
Summerwood Taco Bell 004092- Phila	5,401.00	0.00	0.00	0.00
Summerwood Taco Bell 004225- Norristown	4,109.00	0.00	0.00	0.00
Summerwood Taco Bell 004499- Kennett Sq	3,588.00	0.00	0.00	0.00
Summerwood Taco Bell 004612- Phila	2,842.00	0.00	0.00	0.00
Summerwood Taco Bell 004640- Newark	3,500.00	0.00	0.00	0.00
Summerwood Taco Bell 004670- Phila	4,620.00	0.00	0.00	0.00
Summerwood Taco Bell 005181- Newark, DE	3,363.00	0.00	0.00	0.00
Summerwood Taco Bell 005569- Phila	4,494.00	0.00	0.00	0.00
Summerwood Taco Bell 005653- Reading, PA	3,974.00	0.00	0.00	0.00
Summerwood Taco Bell 005752- Reading, PA	2,527.00	0.00	0.00	0.00
Summerwood Taco Bell 005780- Wayne, PA	3,650.00	0.00	0.00	0.00
Summerwood Taco Bell 015885- Whitehall	2,870.00	0.00	0.00	0.00
Summerwood Taco Bell 016672- Boothwyn, PA	3,934.00	0.00	0.00	0.00
Summerwood Taco Bell 017006- Feasterville	5,429.00	0.00	0.00	0.00
Summerwood Taco Bell 017255- New Castle	3,300.00	0.00	0.00	0.00
Summerwood Taco Bell 019266	4,006.00	0.00	0.00	0.00
Summerwood Taco Bell 022273- Levittown	3,915.00	0.00	0.00	0.00
Summerwood Taco Bell/ KFC 020628	555.00	0.00	0.00	0.00
Summerwood Taco Bell/KFC 021330	5,321.00	0.00	0.00	0.00
Summerwood Taco Bell 023375- Gilbertsville	3,024.00	0.00	0.00	0.00
Summerwood Taco Bell 023462- Pottstown, PA	3,133.00	0.00	0.00	0.00
TOTAL	<u>188,580.78</u>	<u>114,966.28</u>	<u>6,900.00</u>	<u>0.00</u>

11:34 AM
11/04/08

Celeren Corporation
A/R Aging Summary
As of September 12, 2008

	<u>0.00</u>	<u>TOTAL</u>
ACW Arby's (3211 Kirkwood) 10600400	0.00	5,552.00
ACW Arby's (4000 Concord) 11600400	0.00	4,409.00
ACW Arby's Claymont 05600400	0.00	4,213.00
ACW Arby's Elverson 12600101	0.00	2,407.00
ACW Arby's Glasgow 06600400	0.00	4,717.00
ACW Arby's Harrington 07600400	0.00	4,677.00
ACW Arby's Middletown 14600400	0.00	587.00
ACW Arby's Mount Laurel 01600300	0.00	6,719.00
ACW Arby's New Castle 08600400	0.00	4,849.00
ACW Arby's Newark 09600400	0.00	3,981.00
ACW Arby's Parkesburg 02600101	0.00	4,562.00
ACW Arby's Seaford 15600400	0.00	804.00
ACW Arby's West Chester 03600101	0.00	4,138.00
ACW Arby's White Marsh 04600600	0.00	5,248.00
ACW Arby's Willingboro 13600300	0.00	5,188.00
CC Anchor Group Home 1220	0.00	848.00
CC Anchor Group Home 1609	0.00	364.00
CC Anchor Group Home 4214	0.00	351.00
CC Anchor Group Home 624	0.00	852.00
CC Catholic Charities Headquarters	0.00	30,473.00
CC Faithfully Frugal - Prince Frederick	0.00	698.00
CC Kennedy Institute Group Home -Wash DC	0.00	575.00
CC Spanish Catholic Center Gaithersburg	0.00	1,525.00
CC Spanish Catholic Center Langley Park	0.00	469.00
CIT AK Steel Corporation	0.00	7,500.00
CIT Cast Fab Technologies	0.00	25,368.20
CIT Duke Energy Ohio, Inc.	0.00	10,598.98
CIT Franklin Boxboard	0.00	385.00
CIT Interplastic Corp.	0.00	1,987.20
CIT Leggett & Platt, Inc.	0.00	10,000.00
CIT Pierre Foods	0.00	6,000.00
CIT Transwood	0.00	1,267.20
CIT Volpenhein Bros. Electric	0.00	522.08
CIT Worthington Industries	0.00	239.40
Summerwood Taco Bell 002158- Southampton	0.00	3,213.00
Summerwood KFC 005765- Wilmington, DE	0.00	3,821.00
Summerwood KFC 019727- Lima, PA	0.00	5,091.00
Summerwood KFC 030003- Hamilton Twp., NJ	0.00	4,901.00
Summerwood KFC 030008- Bala Cynwyd, PA	0.00	4,659.00
Summerwood Taco Bell 001864- Philadelphia	0.00	3,827.00
Summerwood Taco Bell 001927- Glassboro	0.00	3,865.00
Summerwood Taco Bell 001986- Levittown	0.00	2,883.00
Summerwood Taco Bell 002035- Wilmington	0.00	3,166.00
Summerwood Taco Bell 002060- Lansdale, PA	0.00	4,648.00
Summerwood Taco Bell 002170- Wilmington	0.00	3,877.00
Summerwood Taco Bell 002363- Mt. Holly	0.00	4,545.00
Summerwood Taco Bell 002429-	0.00	3,162.00
Summerwood Taco Bell 002497- Vineland, NJ	0.00	1,062.00

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11/04/08

Celeren Corporation
A/R Aging Summary
As of September 12, 2008

	<u>0.00</u>	<u>TOTAL</u>
Summerwood Taco Bell 002608- Phila	0.00	4,053.00
Summerwood Taco Bell 002674- Glenolden	0.00	4,302.00
Summerwood Taco Bell 002957- Phila	0.00	5,876.00
Summerwood Taco Bell 003728	0.00	3,460.00
Summerwood Taco Bell 003893	0.00	407.00
Summerwood Taco Bell 004092- Phila	0.00	5,401.00
Summerwood Taco Bell 004225- Norristown	0.00	4,109.00
Summerwood Taco Bell 004499- Kennett Sq	0.00	3,588.00
Summerwood Taco Bell 004612- Phila	0.00	2,842.00
Summerwood Taco Bell 004640- Newark	0.00	3,500.00
Summerwood Taco Bell 004870- Phila	0.00	4,620.00
Summerwood Taco Bell 005181- Newark, DE	0.00	3,363.00
Summerwood Taco Bell 005569- Phila	0.00	4,494.00
Summerwood Taco Bell 005653- Reading, PA	0.00	3,974.00
Summerwood Taco Bell 005752- Reading, PA	0.00	2,527.00
Summerwood Taco Bell 005780- Wayne, PA	0.00	3,650.00
Summerwood Taco Bell 015885- Whitehall	0.00	2,870.00
Summerwood Taco Bell 016872- Boothwyn, PA	0.00	3,934.00
Summerwood Taco Bell 017006- Feasterville	0.00	5,429.00
Summerwood Taco Bell 017255- New Castle	0.00	3,300.00
Summerwood Taco Bell 019268	0.00	4,006.00
Summerwood Taco Bell 022273- Levittown	0.00	3,915.00
Summerwood Taco Bell/ KFC 020628	0.00	555.00
Summerwood Taco Bell/KFC 021330	0.00	5,321.00
SummerwoodTaco Bell 023375- Gilbertsville	0.00	3,024.00
SummerwoodTaco Bell 023462- Pottstown, PA	0.00	3,133.00
TOTAL	<u><u>0.00</u></u>	<u><u>310,447.06</u></u>

"B-28"

Celeren Corporation Computer Systems

<u>QTY</u>	<u>DESCRIPTION</u>	<u>AGE (yrs)</u>	<u>ESTIMATED VALUE</u>
Computer Equipment			
2	Dell Servers	3	\$ 1,000.00
19	Dell Desktop Systems and Monitors	3	\$ 7,600.00
9	Dell Laptops	3	\$ 3,150.00
1	HP Laserjet Printer	5	\$ 200.00
2	Inkjet Printers	3	\$ 100.00
1	Dell Docking Station	3	\$ 50.00
Miscellaneous Equipment			
qty	video Cards	3	\$ 200.00
1	backup terabyte drive	3	\$ 500.00
qty	network and kva switches	3	\$ 500.00
1	linksys router	3	\$ 50.00
qty	cabling	3	\$ 200.00
1	wall mount rack and patch panel	3	\$ 200.00
1	Brother fax machine	2	\$ 150.00
Qty	Unopened software	3	\$ 1,000.00
		Total	\$ 14,900.00

In re Celeren CorporationCase No. 08-12132 (BLS)Debtor**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor." Include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

1 continuation sheets attached

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	COMMUNICATOR	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O U N T Y R E G I S T E R E D	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
									AMOUNT ENTITLED TO PRIORITY
Account No.									
PA Dept. of Revenue 2 Revenue Plaza Harrisburg, PA 17129								5,214.12	Unknown
									Unknown
Account No.									
Account No.									
Account No.									
Account No.									
Subtotal (Total of this page)								5,214.12	0.00
Total (Report on Summary of Schedules)								5,214.12	0.00

Sheet 1 of 1 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor." Include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	Husband, Wife, Joint, or Community				CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
	C O D E B T O R	H	W	J C				
Account No. 131 East Redford (Tenant) LLC 3301 Ordway Drive Roanoke, VA 24017				-				31,784.87
Account No. 2055 Limestone LLC c/o Bernard Management 2055 Limestone Road Wilmington, DE 19808				-				5,797.62
Account No. 381 Associates 381 West Market Street York, PA 17401				-				4,632.43
Account No. 51 The Plains, Inc. 51 East Fourth Street The Plains, OH 45780				-				159.86
Subtotal (Total of this page)								42,374.80

42 continuation sheets attached

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U E D S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
Account No. 60 Geneva Inc. 60 West Street Geneva, OH 44041			-					5,321.46	
Account No. 7 Coolville, Inc. 25675 East Main Street Coolville, OH 45723			-					10,538.68	
Account No. 700 Prospect Corporation 700 Prospect Avenue Cleveland, OH 44115			-					54,979.12	
Account No. A/C Pubs LTD, L.P. Black Horse Pike & Tilton Road Egg Harbor Township, NJ 08234			-					6,797.28	
Account No. Adena Health Care, Inc. 73841 Pleasant Grove Road Adena, OH 43901			-					279.45	
Sheet no. <u>1</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	77,915.99

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W	J C					
Account No. Airport Realty Corp. 143 Tenafly Road Englewood, NJ 07631		-						36,909.08
Account No. Ajay Enterprises 1600 Industrial Highway Pottstown, PA 19464		-						10,545.71
Account No. Alexson Holdings Inc. 780 Snider Road Mason, OH 45040		-						19,468.26
Account No. Alexson Holdings Inc. 1835 Chaplewood Blvd. Mansfield, OH 44907		-						286.80
Account No. Alexson Holdings Inc. 246 North Broadway Geneva, OH 44041		-						8,432.50
Subtotal (Total of this page)								75,642.35

Sheet no. 2 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M B I N E D	Husband, Wife, Joint, or Community		C O N T I N G U N L I Q U I T A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C			
Account No. Alliance Hospitality Management LLC 5251 Landmark Blvd. Canton, OH 44720		-				17,178.78
Account No. Amazing Glazed 6500 Steubenville Pl Pittsburgh, PA 15205		-				365.68
Account No. Amazing Glazed 14 Trinity Point Drive Washington, PA 15301		-				2,608.52
Account No. Amazing Hot Glazers 2550 Old Route 220 N Altoona, PA 16601		-				2,862.43
Account No. Amazing Hot Glazers 7501 Peach Street Erie, PA 16509		-				4,663.33
Subtotal (Total of this page)						27,678.74

Sheet no. **3** of **42** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re Celeron Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O O R D I N A T O R	H W J C	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E D			A M O U N T O F C L A I M
					U N L I Q U I D A T E D	D I S P U T E D		
Account No. Arcadia University 450 South Easton Road Glenside, PA 19038		-						376,054.00
Account No. Arjan 1, Inc. 11775 Lebanon Road Cincinnati, OH 45241		-						18,990.16
Account No. Army Distaff Foundation 6200 Oregon Avenue NW Washington, DC 20015		-						129,302.34
Account No. Avinashi Inc. 400 York Road Baltimore, MD 21204		-						2,708.85
Account No. Bala Pointe Owner LP P.O. Box 823260 Philadelphia, PA 19182-3260		-						101,350.57
							Subtotal (Total of this page)	628,405.92

Sheet no. 4 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U I E D	A M O U N T O F C L A I M	
Account No. Baltic Health Care Corp. 130 Buena Vista Street Baltic, OH 43804							15,581.81	
Account No. Baltimore Hospitality Inc. 5801 Baltimore National Pike Catonsville, MD 21228							11,791.68	
Account No. Barclay Hospitality Services Inc 200 Tarrytown Road Elmsford, NY 10523							15,306.55	
Account No. Barclay Hospitality Services Inc. 2504 North W Loop Houston, TX 77027							17,313.35	
Account No. Barclay Hospitality Services Inc. 300 Plaza Drive Secaucus, NJ 07094							45,887.36	
<p>Sheet no. 5 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p>							<p>Subtotal (Total of this page)</p>	105,880.75

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M M O N L O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. Barclay Hospitality Services Inc. 940 East Main Street Abingdon, VA 24210		-					1,831.23
Account No. Barclay Hospitality Services, Inc. 3301 Ordway Drive NW Roanoke, VA 24017		-					0.00
Account No. Barclay Hospitality Services, Inc. 800 Albany Shaker Road Latham, NY 12110		-					71,948.05
Account No. Barclay Hospitality Services, Inc. c/o Alliance Hospitality M 3285 Boardwalk Ann Arbor, MI 48108		-					1,601.72
Account No. Barclay Hospitality Services, Inc. c/o Alliance Hospitality M 3205 Boardwalk Ann Arbor, MI 48108		-					19,187.12
<p align="right">Subtotal (Total of this page)</p>							94,568.12

Sheet no. 6 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E	Husband, Wife, Joint, or Community		D I S P U T E D	A M O U N T O F C L A I M
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.		
Account No. Barclay Hospitality Services, Inc. c/o Alliance Hospitality M 700 Courtyard Drive Saint Charles, IL 60174		-			1,741.13
Account No. Barclay Hospitality Services, Inc. c/o Alliance Hospitality M 1818 Maple Avenue Evanston, IL 60201		-			37,151.41
Account No. Barclay Hospitality Services, Inc. 400 Corporate Drive Windsor, CT 06095		-			59,983.95
Account No. Bedford Glen Hotel 44 Middlesex Turnpike Bedford, MA 01730		-			228,427.40
Account No. Bern Road Associates Partnership 1 Granite Pointe Drive, #270 Wyomissing, PA 19610		-			26,671.14
Sheet no. <u>7</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page) 353,975.03

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		D I S P U T E D	A M O U N T O F C L A I M
		H W	J C		
Account No. Bhavana Corp. 2311 Forest Drive, Store C Annapolis, MD 21401		-			1,913.41
Account No. Blue Sky Holdings Inc. 8 Atwater Avenue Manchester, MA 01944		-			45,324.80
Account No. Bowie Hotel Associates 15202 Major Lansdale Boulevard Bowie, MD 20716		-			18,736.53
Account No. Brick Township Pubs, Inc. 709 Route 70 Brick, NJ 08723		-			7,203.80
Account No. Brick Township Pubs, Inc. 5901 Route 42 Washington Plaza Blackwood, NJ 08012		-			13,002.98
<p align="right">Subtotal (Total of this page)</p>					86,181.52

Sheet no. **8** of **42** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T R I B U T I O N	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W J C						
Account No. Bristol Glen, Inc 200 Bristol Glen Drive Newton, NJ 07860		-					150,126.82	
Account No. Bristol Glen, Inc. 200 Bristol Glenn Drive Newton, NJ 07860		-					150,126.82	
Account No. Brook Groove Foundation Inc. 18100 Slade School Road Sandy Spring, MD 20860		-					69,160.00	
Account No. Brookfield Bowl, Inc. 1675 Pennington Road Ewing, NJ		-					12,166.03	
Account No. Brookline at Mifflintown, Inc. RR1, Box 463 Mifflintown, PA 17059		-					52,599.16	
<p>Sheet no. <u>9</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p>							<p>Subtotal (Total of this page)</p>	434,178.83

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O O R D I N A T O R	Husband, Wife, Joint, or Community		D I S P U T E D	A M O U N T O F C L A I M
		H W	J C		
Account No. Buckingham Place 155 Raymond Road South Brunswick, NJ 08852		-			67,869.59
Account No. Cambria-Rowe Business College 422 South 14th Street Indiana, PA 15701		-			2,553.18
Account No. Cambria-Rowe Business College 221 Central Avenue Johnstown, PA 15902		-			3,583.67
Account No. Canterbury Villa Operations, Corp. 1785 Freshley Avenue Alliance, OH 44601		-			12,296.70
Account No. Capitol Heights Hospitality 55 Hampton Park Blvd Capitol Heights, MD 20743		-			39,243.31
<p align="right">Subtotal (Total of this page)</p>					125,546.45

Sheet no. 10 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CO-GUARANTOR	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CLASSIFICATION			AMOUNT OF CLAIM
					CONTINGENT	UNLIQUIDATED	DISPUTED	
Account No. Carnegie East House 1844 Second Avenue New York, NY 10128			-					87,287.73
Account No. Castle Nursing Homes, Inc. 512 West Jackson Street Millersburg, OH 44654			-					3,084.06
Account No. Castle Nursing Homes, Inc. 1405 Wooster Road Millersburg, OH 44654			-					2,357.81
Account No. Castle Nursing Homes, Inc. 8067 Township Line Road 334 Millersburg, OH 44654			-					36,108.72
Account No. Castle Nursing Homes, Inc. 6180 State Route 83 Millersburg, OH 44654			-					28,753.87
Subtotal (Total of this page)								157,592.19

Sheet no. 11 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CO-SURETY	Husband, Wife, Joint, or Community		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISBURSED	AMOUNT OF CLAIM
		H	W					
Account No. Catanzaro Enterprises 111 Chestnut Street Rutherford, NJ 07070			-					29,202.55
Account No. Catanzaro Management Corp. 311 Redwood Avenue Paterson, NJ 07522			-					159,430.11
Account No. Cathedral Village 600 East Cathedral Road Philadelphia, PA 19128			-					142,995.48
Account No. Central Ohio Group Homes, Inc. 80 Miller Street Centerburg, OH 43011			-					6,147.39
Account No. CHG Valley Forge, LP 251 West Dekalb Pike King Of Prussia, PA 19406			-					84,603.95
Subtotal (Total of this page)								422,379.48

Sheet no. 12 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I T A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W	J C						
Account No. Clyde's of Columbia, Incorporated 10221 Wincopin Circle Columbia, MD 21044		-						52,274.16	
Account No. Clyde's Tower Oaks Lodge, LLC 2 Preserve Parkway Rockville, MD 20852		-						58,312.78	
Account No. Comfort Inn & Suites 1905 John Fries Highway Quakertown, PA 18951		-						7,637.89	
Account No. Community's Hearth & Home at El Camino 3185 El Camino Drive Springfield, OH 45503		-						3,715.56	
Account No. Community's Hearth & Home at Harding 550 West Harding Road Springfield, OH 45504		-						4,415.75	
Sheet no. <u>13</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	126,356.14

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Community's Hearth & Home at Urbana 1579 State Route 29 Urbana, OH 43078			-					2,059.32
Account No. Conference Facilities Inc. 800 Ridge Pike Lafayette Hill, PA 19444			-					171,014.44
Account No. Congregate Living of America, Inc. 141 Willettsville Pike Hillsboro, OH 45133			-					1,634.14
Account No. Congregate Living of America, Inc. 3564 Lawshe Road Peebles, OH 45660			-					2,770.69
Account No. Congregate Living of America, Inc. 463 East Pike Street Morrow, OH 45152			-					16,119.98
Subtotal (Total of this page)								193,598.57

Sheet no. 14 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M M U N I T Y	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I T M E N T	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C				
Account No. Congress Inn 1350 A S. Eisenhower Blvd Harrisburg, PA 17111		-					2,962.06
Account No. Crescent Hotel Plymouth Meeting LP 640 West Germantown Pike Plymouth Meeting, PA 19462		-					110,467.94
Account No. Crestview Motel Inc. 1 Route 46 West Totowa, NJ 07512		-					126,201.09
Account No. Cumberland Valley Restaurants, LLC 5470 Carlisle Pike Mechanicsburg, PA 17050		-					10,421.52
Account No. Cumberland Health Care, Inc. 9076 Cumberland Road Bowerston, OH 44695		-					2,774.11
<p align="right">Subtotal (Total of this page)</p>							252,826.72

Sheet no. **15** of **42** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Curwensville Nursing Home, Inc. RR 3, Box 299A Curwensville, PA 16833			-					40,194.36
Account No. Davis Enterprises 515 Fellowship Road North Mount Laurel, NJ 08054			-					148,204.33
Account No. Dayspring Health Care Corp 501 Pinescree Drive Beverly, OH 45715			-					10,396.46
Account No. Delaware County Christian School 482 Mallin Road Newtown, PA 19073			-					11,705.13
Account No. Delphia House Associates 350 East Philadelphia Street York, PA 17403			-					5,501.24
Subtotal (Total of this page)								214,001.52
Sheet no. <u>16</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C R E D I T O R S C L A S S I F I C A T I O N	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. Doice Basking Ridge 300 North Maple Avenue Basking Ridge, NJ 07920		-					274,122.11
Account No. East Upland Associates 300 Gateway Drive Bethlehem, PA 18017		-					39,136.18
Account No. East Upland Associates 200 Gateway Drive Bethlehem, PA 18017		-					1,543.46
Account No. Field Hotel Associates 120 North Pottstown Pike Exton, PA 19341		-					34,320.67
Account No. Fort Schuyler House, Inc. 3077 Cross Bronx Expressway Bronx, NY 10465		-					13,456.29
Subtotal (Total of this page)							362,578.71

Sheet no. 17 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O R P O R A T E	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W	J C					
Account No. Founders Pavilion, Inc. 205 East 1st Street Corning, NY 14830		-					24,205.06	
Account No. Frist Somerset 1361 Boot Road West Grove, PA 19390		-					10,351.39	
Account No. Fun 'N' Stuff Amusements 661 East Highland Road Macedonia, OH 44056		-					5,391.75	
Account No. Golden Slipper Uptown Home 7800 Bustleton Avenue Philadelphia, PA 19152		-					41,630.04	
Account No. Governor's Village, LLC 280 North Common Blvd. Cleveland, OH 44143		-					5,287.61	
<p>Sheet no. 18 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p>							<p>Subtotal (Total of this page)</p>	86,865.85

In re **Celaren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O U N T I N G E M E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
Account No. Growth Properties Investment Managers 100 North Delaware Avenue Philadelphia, PA 19106	-						68,162.20	
Account No. Growth Properties Investment Managers Route 70 & Sayer Avenue Cherry Hill, NJ 08002	-						60,987.63	
Account No. Guardian Elder Care at Nanticoke, LLC 147 Old Newport Street Nanticoke, PA 18634	-						8,064.93	
Account No. Guardian Elder Care, LLC 448 Old Clairton Road Clairton, PA 15025	-						7,593.66	
Account No. Guardian Elder Care, LLC 616 Golf Course Road Aliquippa, PA 15001	-						15,515.21	
<p>Sheet no. <u>19</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p>							<p>Subtotal (Total of this page)</p>	160,323.63

In re **Celeran Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E	Husband, Wife, Joint, or Community		D A T E	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H	W					
Account No. Guarino Grimes, LLC 194 Boardman Street Haverhill, MA 01830			-					24,576.85
Account No. Gwynedd - Mercy College 1325 Sumneytown Pike P.O. Box 901 Gwynedd Valley, PA 19437			-					74,685.27
Account No. Hearth & Home at Friedman Village 175 St Francis Ave Tiffin, OH 44883			-					4,162.70
Account No. Hickory Healthcare 721 Hickory Street Akron, OH 44303			-					6,938.73
Account No. Highbanks Care Center, LLC 111 Lazelle Road East West Worthington, OH 43235			-					10,307.48
Sheet no. <u>20</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	120,671.03

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	R O T A M E N T	Husband, Wife, Joint, or Community		C O N T I N G E M E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C				
Account No. Highland Park Center 2981 Town Center Road Baldwinsville, NY 13027		-					11,673.56
Account No. Hilton Garden Philly 4509 Island Avenue Philadelphia, PA 19153		-					150,272.32
Account No. Hudson Helath Care, Inc. 563 West Streetsboro Road Hudson, OH 44236		-					12,958.23
Account No. Huron Helath Care, Inc. 1920 Cleveland Road West Huron, OH 44839		-					11,626.22
Account No. Immaculata University 1145 King Road Immaculata, PA 19345		-					267,141.10
<p>Sheet no. 21 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p> <p align="right">Subtotal (Total of this page)</p>							453,671.43

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M M U N I T Y	Husband, Wife, Joint, or Community		D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U E D S O S T A T E.	C O N T I N G E N T	U N L I Q U E D	D I S P U T E D	AMOUNT OF CLAIM	
		H	W						
Account No. Jefferson Medical Associates, Inc. 222 East Beech Street Jefferson, OH 44047			-					40,206.71	
Account No. Jewish Center for Community Services 4200 Park Avenue Bridgeport, CT 06604			-					35,710.06	
Account No. Jost Inc. 1536 North Kings Highway Cherry Hill, NJ 08034			-					12,256.11	
Account No. Karl HC, LLC 5700 Karl Road Columbus, OH 43229			-					38,625.39	
Account No. KF Danbury LLC C/O Alliance Hospitality 119 Mill Plain Road Danbury, CT 06811			-					68,995.43	
Sheet no. <u>22</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	195,793.70

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O R P O R A T E D	Husband, Wife, Joint, or Community		D I S C O N T I N G E N T	U N L I Q U I D A T E D	D I S C O U R T E D	AMOUNT OF CLAIM	
		H W J C						
Account No. Lakeview House, Inc. 87 Shattuck Street Haverhill, MA 01830							25,359.99	
Account No. Largo Clark SPE, LLC 36 Valley Road Clark, NJ 07066							73,617.18	
Account No. Legacy Assisted Living 695 Wycliffe Drive Xenia, OH 45385							0.00	
Account No. Lehigh Valley Pubs, Inc. 10 North West Blvd Quakertown, PA 18951							0.00	
Account No. Lesley University 29 Everett Street Cambridge, MA 02138							242,145.65	
Sheet no. <u>23</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	341,122.82

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CON T I N G E N T	UN L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Linden Hall School for Girls 212 East Main Street PA 17546	-						37,363.67
Account No. Longwood Land Development 815 East Baltimore Pike Kennett Square, PA 19348	-						12,237.92
Account No. Longwood Land Development 4509 Island Avenue Philadelphia, PA 19153	-						150,252.32
Account No. Lu Lu Temple Country Club 1600 Limekiln Pike Glenside, PA 19038	-						13,392.52
Account No. Lycoming Pubs, Inc. 1840 E. Third Street Williamsport, PA 17701	-						8,358.16

Sheet no. **24** of **42** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page) **221,604.59**

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O O P O R T O R	Husband, Wife, Joint or Community		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W	J C						
Account No. M. Group LLC c/o Fank Emmet Real Estate 1803 19th Street NW Washington, DC 20009			-					6,284.37	
Account No. Magna Hospitality Group, L.C. 215 Wood Road Braintree, MA 02184			-					26,332.56	
Account No. Mangalbha Inc. 1632 East Joppa Road Baltimore, MD 21286			-					1,545.40	
Account No. McArthur Helath Care, Inc. 31054 State Route 93 Mc Arthur, OH 45651			-					10,814.84	
Account No. McTan Inc. 1044 West Lancaster Avenue Bryn Mawr, PA 19010			-					5,915.40	
Sheet no. <u>25</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	50,892.57

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT			AMOUNT OF CLAIM	
				CONTINGENT	UNLIQUIDATED	DISPUTED		
Account No. Melon Ridge, Inc. 1659 State Route 28 Goshen, OH 45122	-						7,044.94	
Account No. Melon Ridge, Inc. 1659 State Route 28 Goshen, OH 45122	-						49.84	
Account No. Merchant Sai, LLC 6000 Crawford Place Mount Laurel, NJ 08054	-						5,623.63	
Account No. Merriman CCRC, Inc. 209 Merriman Road Akron, OH 44303	-						16,888.68	
Account No. Metz Enterprises, Inc. 4402 Southmont Way Easton, PA 18045	-						9,843.25	
Sheet no. <u>26</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	39,450.34

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N D I S P U T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Metz Enterprises, Inc. 620 Scranton-Carbondale Highway Scranton, PA 18508			-					8,043.29
Account No. Metz Enterprises, Inc. 1215 N. Atherton Road State College, PA 16803			-					2,596.22
Account No. Microtel Inn & Suites 500 Willowbrook West Chester, PA 19382			-					15,088.99
Account No. Misericordia Convalescent Home 998 South Russell Street York, PA 17402			-					13,742.91
Account No. Monarch Catering Enterprises, Inc. 5 Country Club Road Woburn, MA 01801			-					8,417.66
							Subtotal (Total of this page)	47,889.07

Sheet no. 27 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C						
Account No. Moravian Hall Square of Nazareth PA Inc. 175 West North Street Nazareth, PA 18064			-					120,834.02
Account No. Moravian Village of Bethlehem 526 Wood Street Bethlehem, PA 18018			-					72,408.94
Account No. Morninview Delaware, Inc. 14961 North Old 3C Highway Sunbury, OH 43074			-					2,093.82
Account No. Mount Laurel Hospitality 1132 Route 73 Mount Laurel, NJ 08054			-					6,712.04
Account No. Nashawtuc Country Club Inc. 1861 Sudbury Road Concord, MA 01742			-					12,403.73
Subtotal (Total of this page)								214,452.55

Sheet no. **28** of **42** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M M U N I T Y	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H	W					J
Account No. Pami Renaissance Prop Inc. 833 Chestnut St. Philadelphia, PA 19107							741,333.93	
Account No. Per Bro Inc. 1536 North Kings Highway Cherry Hill, NJ 08034							17,177.28	
Account No. Perry Hall Assisted Living 9900 Walther Blvd. Parkville, MD 21234							0.00	
Account No. Philadelphia Biblical University 200 Manor Avenue Langhorne, PA 19047							100,479.81	
Account No. Philadelphia Protestant Home 6500 Tabor Road Philadelphia, PA 19111							153,082.05	
Sheet no. <u>30</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	1,012,073.07

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community			C O N T I N G U N D E R L I E S	U N D E R L I E S	D I S P U T E D	AMOUNT OF CLAIM
		H	W	J C				
Account No. Pocono Investors, Inc. Route 314 Pocono Manor, PA 18349				-				16,926.77
Account No. Portland Operator Inc. 157 High Street Portland, ME 04101				-				14,853.00
Account No. Quail Run Elder Care Community 155 Broad & Heisey Street Rheems, PA 17570				-				669.01
Account No. Raguram Hospitality Inc. 4859 McKnight Road Pittsburgh, PA 15237				-				39,894.59
Account No. Raguram Inc. 1338 Dorsey Road Hanover, MD 21076				-				22,490.82
Sheet no. 31 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	94,834.19

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T I N G I N G I N G	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C				
Account No. Ramada Inn Philadelphia Internationa Airport 76 Industrial Highway Essington, PA 19029		-					133,936.11
Account No. Ravenna Health Care, Inc. 565 BRy Mawr Street Ravenna, OH 44266		-					10,151.63
Account No. Red Oaks Assisted Living, LLC 8506 Hendricks Road Mentor, OH 44060		-					3,600.29
Account No. Rivercrest Golf Club, LLC 100 Gold Club Drive Phoenixville, PA 19460		-					49,059.32
Account No. Riverside Helath Care Center, LLC 856 South Riverside Drive Mc Connelsville, OH 43756		-					9,761.66
<p align="right">Subtotal (Total of this page)</p>							206,509.01

Sheet no. 32 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R N O T E	Husband, Wife, Joint, or Community			A M O U N T O F C L A I M
		H W J C	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U E D S O S T A T E.	C O N T I N G E N T	
Account No. Rockland Country Club 380 Route 9 West Sparkill, NY 10976		-			61,413.53
Account No. Rosebowl, LLC 901 North 15th Street Allentown, PA 18102		-			16,792.34
Account No. Roselawn Health Services, inc. 11999 Klinger Avenue NE Alliance, OH 44601		-			8,947.55
Account No. SCHP Franklin, Inc. 1850 Crown Park Ct. Farmersville, OH 45325		-			18,512.47
Account No. Seneca Lake Terrace 3670 Preemption Road Geneva, NY 14456		-			12,542.27
Subtotal (Total of this page)					118,208.16

Sheet no. 33 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M M O N L A Y E R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W	J C					
Account No. Shady Maple Farm Market Inc 1324 Main Street East Earl, PA 17519		-					185,177.03	
Account No. Sheridan Associates 1329 Bristol Pike Bensalem, PA 19020		-					12,249.25	
Account No. Shree Sai Siddhi, LLC 1239 Harrisburg Pike Carlisle, PA 17013		-					4,315.52	
Account No. Sohum Development Corporation Route 663 & PA Turnpike Quakertown, PA 18951		-					3,869.91	
Account No. South Jersey Pubs, Inc. 601 Washington Ave Manahawkin, NJ 08050		-					1,722.20	
Sheet no. 34 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	207,333.91

In re **Celaren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H W J C	Husband, Wife, Joint, or Community			A M O U N T O F C L A I M	
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D		D I S P U T E D
Account No. Spring Meadows 41 Springfield Avenue Summit, NJ 07901		-				78,565.80	
Account No. Springfield Group Home, Inc. 1365 West Seminole Avenue Springfield, OH 45506		-				1,492.55	
Account No. Springmeade Health Center 4375 S County Road 25A Tipp City, OH 45371		-				4,836.14	
Account No. Springmeade Residence 4385 S County Road 25A Tipp City, OH 45371		-				97.20	
Account No. Spruce Hotel Corp. 1233 Spruce Street Philadelphia, PA 19107		-				40,355.99	
Sheet no. 35 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	125,347.68

In re **Celaren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O M M U N I T Y	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N S E C U R E D	D I S P U T E	AMOUNT OF CLAIM
		H W J C					
Account No. St James Plaza Nursing Facility, LLC 273 Moriches Road Saint James, NY 11780		-					40,689.06
Account No. Susquehanna Valley Nursing & Rehab Center 745 Chiques Hill Road Columbia, PA 17512		-					665.36
Account No. Tanjabal Inc. 175 Beacon Hill Blvd. New Cumberland, PA 17070		-					2,808.14
Account No. The Chester Valley Golf Club 430 Swedesford Road Malvern, PA 19355		-					38,534.94
Account No. The City Limit, Inc. 1226 36th Street, NW Washington, DC 20007		-					56,015.60
<p align="right">Subtotal (Total of this page)</p>							138,513.10

Sheet no. **36** of **42** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, wife, joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H	W				
Account No.							
The Fountain European Day Spa Inc. 1100 Route 17 Ramsey, NJ 07446		-					11,898.78
Account No.							
The Henry Francis DuPont Winterthur Museum, Inc. Route 52 Winterthur, DE 19735		-					578,158.17
Account No.							
The Highlands at Wyomissing 2000 Cambridge Avenue Reading, PA 19610		-					163,721.97
Account No.							
The Inn at Green Management Company 4000 Massillon Road Uniontown, OH 44685		-					10,280.70
Account No.							
The Villa at the Lake 48 Parrish Road Conneaut, OH 44030		-					21,104.88
Subtotal (Total of this page)							785,164.50

Sheet no. 37 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community		D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S T R I B U T E D	A M O U N T O F C L A I M
		H W J C						
Account No. The Woodlands Assisted Living, LLC 1320 Windlass Drive Middle River, MD 21220			-					34,127.80
Account No. THI IV Bethesda Lesse LLC 8120 Wisconsin Avenue Bethesda, MD 20814			-					308,658.73
Account No. Tipico Products 490 Oberline Avenue Lakewood, NJ 08701			-					54,737.24
Account No. Trolley, LLC 392 Baltimore Pike Chadds Ford, PA 19317			-					13,692.25
Account No. Uhrichsville Health Care, Inc. 5166 Spanson Dr. SE Uhrichsville, OH 44683			-					4,226.03
Subtotal (Total of this page)								415,442.05

Sheet no. **38** of **42** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R O W N E R	Husband, Wife, Joint, or Community		D I S P U T E	A M O U N T O F C L A I M
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.		
Account No. United Methodist Homes of New Jersey 460 Haddon Avenue Collingswood, NJ 08108		-			1,776.40
Account No. United Methodist Homes of New Jersey 70 Stockton Avenue Ocean Grove, NJ 07756		-			40,215.78
Account No. Urvi Inc 6900 Dogwood Road, Unit F Baltimore, MD 21204		-			0.00
Account No. Urvi Inc. 201 York Road Baltimore, MD 21204		-			6,545.92
Account No. Victorian Oaks, LLC 1480 Deerpath Drive Cambridge, OH 43725		-			2,900.90
<p>Sheet no. <u>39</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p>					<p>Subtotal (Total of this page) 51,439.00</p>

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O O R D I N A T O R	Husband, Wife, Joint, or Community		D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C							
Account No. Vinod & Kailas Inc. 1340 Cumberland Street Lebanon, PA 17042			-					1,739.83	
Account No. Virginia Crossing Resort 1000 Virginia Center Parkway Glen Allen, VA 23059			-					13,537.68	
Account No. Wilkes University 84 West South Street Wilkes Barre, PA 18766			-					190,580.89	
Account No. Wingate Inn 1344 Eisenhower Blvd Harrisburg, PA 17111			-					13,891.82	
Account No. Wintersville Health Care, Inc. 250 CADiz Road Steubenville, OH 43953			-					5,107.24	
<p>Sheet no. 40 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p>								<p>Subtotal (Total of this page)</p>	224,857.46

In re **Celeren Corporation**

Case No. **08-12132 (BLS)**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Woodman's Inc. 121 Main Street Essex, MA 01929			-					23,171.57
Account No. York Area Development Corporation 1500 Rodney Road York, PA 17404			-					2,008.15
Account No. York Area Development Corporation 36 Highland Manor Drive Stewartstown, PA 17363			-					1,831.18
Account No. York Area Development Corporation 36 Highland Manor Drive Stewartstown, PA 17363			-					169.36
Account No. York Area Development Corporation 1243 West King Street York, PA 17404			-					17,514.16
Subtotal (Total of this page)								44,694.42

Sheet no. **41** of **42** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Celaren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		D A T E C L A I M I N C U R R E D	U N D E R L I E S	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. Yorkland Health and Rehab Inc. 1425 Yorkland Road Columbus, OH 43230			-				24,790.82
Account No.							
Account No.							
Account No.							
Account No.							
Subtotal (Total of this page)							24,790.82
Total (Report on Summary of Schedules)							9,249,549.71

Sheet no. 42 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Celeran Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Bala Pointe Operator, LP P.O. Box 823260 Philadelphia, PA 19182-3260	Office Lease in Bala Cynwyd
Pitney Bowes Global Financial Services PO Box 856460 Louisville, KY 40285	Postage Meter
Royal Bank America Leasing 550 Township Line Road Suite 425 Blue Bell, PA 19422	Office Furnishings
Xerox Corp. P.O. Box 827598 Philadelphia, PA 19182-7598	Copier Lease

In re Celeren Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

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continuation sheets attached to Schedule of Codebtors