

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

5. Rama is the owner of the building located at 76 Industrial Highway in Essington, Delaware County, Pennsylvania commonly known as the Ramada Inn Philadelphia International Airport (the “Building”).

6. The Building is a commercial hotel and banquet facility containing more than 290 hotel rooms, banquet facilities and kitchen facilities, which serve Rama’s business invitees on a daily basis.

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

8. Rama believes and therefore avers that prior to October 1, 2005, 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 Rama.

9. On or about October 1, 2005, Rama 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 \$35,515. A true and correct copy of the Utility Outsource Agreement is attached hereto as Exhibit “A” and made a part hereof.

10. 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 Rama. Agreement, Article 2.1 (emphasis added).

11. At all times relevant herein, it was Rama'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 Exelon.

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

13. Therefore, Celeren fraudulently negotiated and entered into the Agreement with Rama.

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

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

16. From October 1, 2005 through the present, Rama fulfilled the terms of the Agreement by paying the monthly rate for the electric service supplied through Celeren.

17. Rama believes and therefore avers that Celeren, despite receiving the payments from Rama 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.

18. Rama believes and therefore avers that PECO and Exelon conspired with Celeren and knew that the appropriate payments were not being made.

19. In or about June 2008, Rama received notice from PECO and Exelon that the payments for the electric service for the Building were delinquent.

20. On or about July 21, 2008, PECO forwarded an Account Activity Statement for the

Building showing a delinquency of more than \$100,000 for electric bills that Celeren apparently failed to pay. A true and correct copy of the Account Activity Statement is attached hereto as Exhibit "B" and made a part hereof.

21. According to the Account Activity Statement, the delinquencies have accrued each month from August 2007 through the present (the "Delinquency Period").

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

23. 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.

24. Through its conspiracy with Celeren, PECO and Exelon failed to notify Rama about the delinquent status of its account for almost one year after the delinquency began.

25. During the relevant time period, Rama made payments to Celeren in excess of \$350,000, which were more than sufficient to pay the electric bills for the Building during that time period.

26. PECO and Exelon have informed Rama that as of August 4, 2008, the amount of delinquencies is approximately \$137,400.79.

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

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 Rama about the existence of any such agreements, or Celeren's intentional failure to pay utility

service providers, and continued to intentionally defraud Rama.

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

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

31. On August 4, 2008, PECO and Exelon served Rama with a 72-Hour Shut-Off Notice stating that the electric service to the Building will be shut off after 8:00 a.m. on August 7, 2008. A true and correct copy of the Notice is attached hereto as Exhibit "C" and made a part hereof.

32. Although Rama paid the amount stated in Exhibit "C" to avoid the shut off, PECO and Exelon have verbally notified Rama that additional shut off notices will be sent for the balance of the \$137,400.79 they claim is owed for past electric service.

COUNT ONE

(Rama v. PECO Energy, Exelon Corporation and Celeren Corporation)

33. Rama incorporates the allegations contained in paragraphs 1 through 32 above as if fully set forth at length herein.

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

35. 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.*]

36. 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.

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

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

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

40. 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 Rama to inform it of the alleged delinquency so that Rama could take appropriate action to enforce its rights against Celeren and mitigate the alleged delinquency.

41. 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 Rama of the alleged delinquency with the electric bills.

42. Because PECO and Exelon breached its duties to Rama, PECO and Exelon allowed charges of approximately \$137,000 to accrue while also allowing Rama to continue paying Celeren unaware that Celeren was not remitting the payment to PECO and Exelon.

43. PECO and Exelon have threatened to shut off the electric service to the Building, which will cause Rama to shut down its business and incur significant damages for the interruption to its business including lost revenue and profits.

44. Based on the foregoing, PECO and Exelon are estopped from collecting or attempting to collect the electric charges that accrued from August 1, 2007 through August 1, 2008 for the Building.

45. Based on the foregoing, PECO and Exelon are estopped 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, 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.

47. Based on the foregoing, Rama is entitled to an Order stating that the electric charges for the Building from August 1, 2007 through August 1, 2008 have been paid in full and that Rama is not required to make any further payment to any party on account of said electric charges.

48. Rama will suffer immediate and irreparable harm if PECO and Exelon are permitted to shut off the electric service to the property because Rama will lose a substantial and indefinite number of present and prospective customers because it will not be able to operate its business without functioning lights, outlets, air conditioning, computers, kitchen or banquet equipment and

anything else powered by electricity.

WHEREFORE, Plaintiff Rama Construction, Inc. respectfully requests the entry of an Order:

a. Estopping Defendants PECO Energy and Exelon Corporation from collecting or attempting to collect any electric charges that accrued from August 1, 2007 through August 1, 2008 for the property located at 76 Industrial Highway in Essington, Pennsylvania;

b. Enjoining Defendants PECO Energy and Exelon Corporation from collecting or attempting to collect any electric charges that accrued from August 1, 2007 through August 1, 2008 for the property located at 76 Industrial Highway in Essington, Pennsylvania;

c. Declaring that Rama Construction, Inc. is not liable for the electric charges that accrued from August 1, 2007 through August 1, 2008 for the property located at 76 Industrial Highway in Essington, Pennsylvania;

d. Awarding legal fees and costs to Rama Construction, Inc.

COUNT TWO

(Rama v. PECO Energy, Exelon Corporation and Celeren Corporation)

49. Rama incorporates the allegations contained in paragraphs 1 through 48 above as if fully set forth at length herein.

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

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

a. Celeren negotiated and formed the Agreement with Rama which Celeren had no

intentions of performing and complying with;

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

c. Celeren intentionally diverted the payments it received from Rama 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 Rama the fact that it was not using the money it had received to pay the utility bills;

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

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

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

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

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

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

53. All Defendants, PECO, Exelon and Celeren's actions were willful, wanton and done

with a careless indifference as to the consequences of its actions on other parties including Rama.

54. All Defendants, PECO, Exelon and Celeren 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.

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

56. Rama 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.

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

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

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

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

61. On or about September 12, 2008, Celeren filed a voluntary petition under Chapter 11

of the United States Bankruptcy Code seeking bankruptcy protection.¹

62. Following Celeren's bankruptcy petition filing, approximately 210 Proofs of Claim were filed by Rama, and several companies and third party utility consumers which are creditors just like Rama, 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 "D."

63. Upon information and belief, these third parties made payments to Celeren for utilities pursuant to an agreement with Celeren similar to the Agreement of Rama, and due to Celeren's fraudulent non-payment of PECO, the third party had to make an unnecessary second payment directly to PECO.

64. 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 Rama.

65. Furthermore, PECO and Exelon are liable to Rama for the fraudulent acts of Celeren pursuant to the natural gas supplier ("NGS") licensing regulations, 52 Pa. Code. §§ 62.102 and 62.114.

66. PECO and Exelon are licensed NGS.

67. As an NGS in the Commonwealth of Pennsylvania, PECO and Exelon are subject to

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 converted to a case under Chapter 7 of the Bankruptcy Code.

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.

68. 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.

69. Pursuant to Section 62-102(d), PECO and Exelon, 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.

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

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

WHEREFORE, Plaintiff Rama Construction, Inc. demands judgment in its favor and against Defendants, PECO, Exelon and Celeren, in an amount in excess of \$50,000 plus interest, attorneys' fees, costs and any other relief this Court deems just and proper.

DAVIS BUCCO

BY: PAB / 28
PAUL A. BUCCO, ESQUIRE
MATTHEW I. SACK, ESQUIRE

Date: 7/23/14

EXHIBIT "A"



UTILITY OUTSOURCE SERVICE AGREEMENT

This Utility Outsource Service Agreement (this "Agreement") is entered into as of the Commencement Date (as such term is defined below) by and between CELEREN and CUSTOMER (each a "Party"), each at its respective office set forth hereafter:

Celeren Corporation
Two Bala Plaza, Suite 300
Bala Cynwyd, PA 19004
a Delaware Corporation
("CELEREN")

Ramada Inn Philadelphia International
Airport
76 Industrial Highway
Essington, PA 19029
("CUSTOMER")

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

Property

The property ("Property") subject to this Agreement is located at: Ramada Inn Philadelphia Airport, 76 Industrial Highway, Essington, PA 19029

Term

The term of this Agreement ("Term") shall be continuing until terminated by either Party and/or in accordance with the attached Terms and Conditions.

Commencement Date
October 1, 2005

Monthly Payment
\$35,515

UTILITY BILL PAYMENT SERVICES

During the Term, CELEREN will assume responsibility to pay for the following commodities delivered to the Property on and after the Commencement Date:

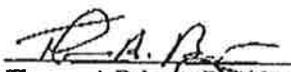
- Electric to the following account number(s):
PECO 50-14-90-107015, 50-10-10-950712, 50-10-10-951413, 050-14-90-105019-01
- Natural Gas to the following account number(s):
PECO 50-14-70-105328, 50-14-70-105211

Specifically, CELEREN shall be solely responsible for the (i) timely collection and receipt of all periodic bills for the commodities listed above and (ii) payment of such bills in accordance with the attached Terms and Conditions (the "Services"). CELEREN shall not be responsible for any such services provided prior to the Commencement Date or after the effective date of Termination (as such term is defined herein).

Accepted:

For CELEREN:

For CUSTOMER:


Date: 10/19/05
Thomas A. Brigger, President


Date: 10-14-05

This agreement shall be invalid unless executed by both parties no later than October 14, 2005.



Utility 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") 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%, 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 Service. 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 calculated amount of the Monthly Payment(s) at any time during the Term; provided, however, that any revision of any Monthly Payment shall only be effective 12 months from the date of written notice to CUSTOMER, except such revision shall be effective 90 days from the date of written notice to CUSTOMER when a revision is the result of (i) a Material Change (as such term is 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 7.2.3 hereof. A "Material Change" shall mean a change in the use, occupancy and/or operation of the Property which results in an increase 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: During the Term, CELEREN shall negotiate as necessary purchase agreements for the delivery of those utility commodities as listed herein for the provision of the Services (each, an "Ancillary Agreement") (Ancillary Agreement shall further include each utility account for the energy utilities supplied to the Facility with any current and future energy providers); provided, however, that CUSTOMER hereby agrees that, during the Term, CELEREN shall be and otherwise act as, in its sole discretion as necessary from time to time, 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 CUSTOMER in conjunction and accordance with this Agreement, for the energy utilities supplied to the Facility and covered by this Agreement.

2.2 CUSTOMER Cooperation: CUSTOMER shall, upon CELEREN's request, reasonably cooperate, at no cost to CUSTOMER (other than overhead), with CELEREN in securing an Ancillary Agreement, including by participating in meetings and providing financial and other utility-related information relating to CUSTOMER and CUSTOMER's business, operations, utility usage and credit history.

2.3 Timely Payments: CELEREN shall make all payments due and owing 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 and any successor thereto. 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 Monthly Payment.

ARTICLE 3: CANCELLATION

3.1 CUSTOMER Cancellation: CUSTOMER shall have the right to cancel this Agreement by written notification to CELEREN. 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. CUSTOMER shall remit its Monthly Payment to CELEREN for the Cancellation Month immediately upon receiving from CELEREN (i) paid receipts for all bills to commodity providers included in this Agreement that are due in the Cancellation Month, and (ii) instructions to such providers to change billing addresses to CUSTOMER. CUSTOMER shall deliver to CELEREN any cancellation notice no less than 30 days prior to the first day of the Cancellation Month.

3.2 CELEREN Cancellation: CELEREN shall have the right to cancel this Agreement by written notification to CUSTOMER in accordance with the terms and conditions of the preceding Section 3.1 except that CELEREN shall deliver to CUSTOMER any cancellation notice not less than 12 months prior to the first 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 7) by the other Party.

3.4 Other Remedies: Cancellation of this Agreement shall be without prejudice to CUSTOMER's right to recover damages from CELEREN, or any other rights and remedies of CUSTOMER 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

CELEREN shall pay for commodities incurred as of the Commencement Date according to the terms and conditions of this Agreement. CUSTOMER will forward to CELEREN copies of all invoices or payment schedules from existing providers for costs incurred since the Commencement Date. Payable invoice amounts that include utility commodities used during the first month of the Agreement will be divided by the number of days shown on the invoice between the most recent meter reading in the first month of the Term and the previous reading. 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. CELEREN will pay the calculated amount to CUSTOMER no less than 7 days prior to the due date of the invoice.

Article 5: ENERGY CONSERVATION MEASURES

During the Term, CELEREN is entitled to submit for approval by CUSTOMER specific projects ("Energy Conservation Measures") for the purpose of managing energy costs. CUSTOMER agrees to reasonably consider Energy Conservation Measures submitted by CELEREN. However, CUSTOMER shall have the right, in its sole and absolute discretion, to approve or reject any Energy Conservation Measure submitted by CELEREN.



**Utility Outsource Service Agreement
Standard Terms and Conditions**

ARTICLE 6: INDEMNIFICATION and RELEASE

6.1 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, CELEREN shall indemnify and hold harmless CUSTOMER from and against any and all Claims against CUSTOMER, which relate to or result from or arise out of: (a) the Services (b) any breach of this Agreement by CELEREN; (c) any action or omission of CELEREN; or (d) claims against CUSTOMER for express or implied indemnity or contribution arising by reason of any of the above.

6.2 Defense: CELEREN shall defend CUSTOMER through counsel reasonably acceptable to CUSTOMER.

6.3 Release: To the extent permitted by Applicable Laws, CELEREN, hereby releases and waives any and all rights it has now, or may in the future have, to recover against CUSTOMER for CELEREN's insurable injuries. There is no personal liability under this Agreement.

ARTICLE 7: EVENTS OF DEFAULT

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

7.1.1 A CELEREN Bankruptcy occurs;

7.1.2 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, or if a cure cannot be effected within 15 days, upon CUSTOMER's prior written approval, for so long as CELEREN promptly commences and is diligently pursuing a cure using commercially reasonable efforts (such time not to exceed 90 days from the date on which the notice of breach is received by CELEREN); 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 Property, CELEREN shall have only 3 Business Days after written notice to cure such non-payment or interruption; or

7.1.3 CELEREN 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.

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

7.2.1 A CUSTOMER Bankruptcy occurs;

7.2.2 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;

7.2.3 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, such satisfaction not to be unreasonably withheld, conditioned or delayed, within 5 days after written notice has been given to CUSTOMER demanding that such failure to perform be cured.

ARTICLE 8: NOTICES

All notices shall be in writing and effective when received. The Parties may change their addresses from time to time by written notice.

ARTICLE 9: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. The benefits and burdens under this Agreement will not be assignable by CUSTOMER without the prior written consent of CELEREN, such consent not to be unreasonably withheld, conditioned or delayed, and any attempt to assign them by CUSTOMER without such consent will be void and constitute grounds for immediate cancellation by CELEREN.

ARTICLE 10: COMPLIANCE WITH LAWS AND STANDARDS

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

10.2 CUSTOMER shall comply with all Applicable Laws, including without limitation all applicable directives, orders, decrees, pronouncements or other binding notices issued by a serving utility or provider relating to commodity usage restrictions for the Property; provided, further, that CUSTOMER's failure to comply with this Section 10.2 shall (i) constitute a default in accordance with Section 7.2 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 utility as a result of such Usage Restriction Default.

ARTICLE 11: WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CELEREN MAKES NO WARRANTIES OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED.

ARTICLE 12: MISCELLANEOUS

12.1 This Agreement is the entire agreement and understanding of the Parties. 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"

PECO Account Activity Statement

Date: 07/21/08
Page: 1 of 1

*** Account Information ***

Account Number: 89891-00201
Account Status: Active
Requested By: RAMADA INN PHILA
(610)784-8990 Extension:

Mail To: RAMADA INN PHILA
CELEREN DEPT. A
P.O. BOX 527

*** Current Account Status ***

Current Bill: \$135.70 Credit Amount: \$0.00
Billed Prior: \$399.64 Deposit Requested: \$260.00
Balance Due: \$535.34 Deposit On-Hand: \$260.00
Service Address: RAMADA INN PHILA
76 INDUSTRIAL HW ON 19029 Meter Bill Gfp: 14
Rate: Private Outdoor Lighting Service

DATE	CHARGE TYPE	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
08/02/07	Payment		\$134.38						
08/14/07	Late Payment Charge	\$1.96							
08/20/07	ELECTRIC LIGHTING	\$130.46							
08/20/07	Regular Bill			\$266.80	\$136.34	09/05	544		
09/11/07	Late Payment Charge	\$3.92							
09/12/07	Payment		\$134.38						
09/19/07	ELECTRIC LIGHTING	\$130.46							
09/19/07	Regular Bill			\$266.80	\$136.34	10/05	544		
10/10/07	Late Payment Charge	\$3.92							
10/18/07	ELECTRIC LIGHTING	\$130.46							
10/18/07	Regular Bill			\$401.18	\$270.72	11/05	544		
11/12/07	Late Payment Charge	\$5.88							
11/16/07	ELECTRIC LIGHTING	\$130.46							
11/16/07	Regular Bill			\$537.52	\$407.06	12/04	544		
11/20/07	Payment		\$270.72						
12/03/07	Payment		\$266.80						
12/19/07	ELECTRIC LIGHTING	\$130.46							
12/19/07	Regular Bill			\$130.46		01/04	544		
01/09/08	Late Payment Charge	\$1.96							
01/23/08	ELECTRIC LIGHTING	\$130.46							
01/23/08	Regular Bill			\$262.88	\$132.42	02/08	544		
02/13/08	Late Payment Charge	\$3.92							
02/15/08	DEPOSIT	\$260.00							
02/21/08	ELECTRIC LIGHTING	\$128.16							
02/21/08	Regular Bill			\$654.96	\$266.80	03/10	544		
03/17/08	Late Payment Charge	\$5.84							
03/21/08	ELECTRIC LIGHTING	\$128.16							
03/21/08	DEPOSIT								
03/21/08	Regular Bill			\$788.96	\$660.80	04/08	544		
04/08/08	Payment		\$392.08						
04/15/08	Late Payment Charge	\$3.70							
04/21/08	ELECTRIC LIGHTING	\$128.16							
04/21/08	DEPOSIT								
04/21/08	Regular Bill			\$528.74	\$400.58	05/07	544		
05/13/08	Late Payment Charge	\$5.62							
05/20/08	ELECTRIC LIGHTING	\$128.16							
05/20/08	DEPOSIT								
05/20/08	Regular Bill			\$662.52	\$534.36	06/05	544		
06/10/08	Late Payment Charge	\$7.54							
06/19/08	ELECTRIC LIGHTING	\$128.16							
06/19/08	DEPOSIT								
06/19/08	Regular Bill			\$798.22	\$670.06	07/07	544		
07/09/08	Payment		\$262.88						

PECO Account Activity Statement

Date: 07/21/08
Page: 1 of 1

*** Account Information ***

Account Number: 18766-00701
Account Status: Active
Requested By: RAMADA INN
(610) 521-9600 Extension: 8172

Mail To: RAMADA INN
76 INDUSTRIAL HWY
ESSINGTON PA 19029

*** Current Account Status ***

Current Bill: \$36422.74
Billed Prior: \$48866.98
Balance Due: \$85289.72
Service Address: 76 INDUSTRIAL HW
ESSINGTON PA 19029
Credit Amount: \$0.00
Deposit Requested: \$0.00
Deposit On-Hand: \$0.00
Meter Bill Grp: 14
Rate: Electric Commercial Service CH7 NS

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
08/02/07	Payment					\$46847.09						
08/14/07	Late Payment Charge				\$624.26							
08/17/07	ELECTRIC SERVICE	07/19/07 08/17/07		777999269	\$36430.08		\$79302.75	\$42872.67	09/10	311405		
08/17/07	ELE-ADDITIONAL METER			777997979								
08/17/07	Regular Bill											
09/13/07	Payment					\$42781.20						
09/17/07	Late Payment Charge				\$538.46							
09/18/07	ELECTRIC SERVICE	08/17/07 09/18/07		777999269	\$32479.69		\$69539.70	\$37060.01	10/09	287282		
09/18/07	ELE-ADDITIONAL METER			777997979								
09/18/07	Regular Bill											
10/16/07	Late Payment Charge				\$1025.66							
10/17/07	ELECTRIC SERVICE	09/18/07 10/17/07		777999269	\$24226.43		\$94791.79	\$70565.36	11/07	244562		
10/17/07	ELE-ADDITIONAL METER			777997979								
10/17/07	Regular Bill											
11/13/07	Late Payment Charge				\$1389.06							
11/15/07	ELECTRIC SERVICE	10/17/07 11/15/07		777999269	\$21528.90		\$117709.75	\$96180.85	12/06	224217		
11/15/07	ELE-ADDITIONAL METER			777997979								
11/15/07	Regular Bill											
12/03/07	Payment					\$61773.64						
12/04/07	Transfer					\$33018.15						
12/11/07	Late Payment Charge				\$322.93							
12/18/07	ELECTRIC SERVICE	11/15/07 12/18/07		777999269	\$34651.74		\$57892.63	\$23240.89	01/08	319955		
12/18/07	ELE-ADDITIONAL METER			777997979								
12/18/07	Regular Bill											
01/15/08	Late Payment Charge				\$842.71							
01/22/08	ELECTRIC SERVICE	12/18/07 01/19/08		777999269	\$27887.72		\$86623.06	\$58735.34	02/12	288254		
01/22/08	ELE-ADDITIONAL METER			777997979								
01/22/08	Regular Bill											
02/19/08	Late Payment Charge				\$1261.03							
02/20/08	ELECTRIC SERVICE	01/19/08 02/20/08		777999269	\$26695.17		\$114579.26	\$87884.09	03/12	305087		
02/20/08	ELE-ADDITIONAL METER			777997979								
02/20/08	Regular Bill											
03/05/08	Payment					\$22917.96						
03/13/08	Payment					\$63705.10						
03/18/08	Late Payment Charge				\$400.43							
03/20/08	ELECTRIC SERVICE	02/20/08 03/20/08		777999269	\$22117.39		\$50474.02	\$283556.63	04/14	243909		
03/20/08	ELE-ADDITIONAL METER			777997979								
03/20/08	Regular Bill											
04/18/08	ELECTRIC SERVICE	03/20/08 04/18/08		777999269	\$19790.95		\$70264.97	\$50474.02	05/12	202455		
04/18/08	ELE-ADDITIONAL METER			777997979								
04/18/08	Regular Bill											
04/21/08	Late Payment Charge				\$732.19							
05/19/08	ELECTRIC SERVICE	04/18/08 05/17/08		777999269	\$19149.54		\$91175.75	\$72026.21	06/10	189776		
05/19/08	ELE-ADDITIONAL METER			777997979								
05/19/08	Late Payment Charge				\$1029.05							
05/19/08	Regular Bill											
06/09/08	Payment					\$42308.77						
06/17/08	Late Payment Charge				\$706.58							
06/18/08	ELECTRIC SERVICE	05/17/08 06/18/08		777999269	\$35716.16		\$85289.72	\$49573.56	07/10	264625		
06/18/08	ELE-ADDITIONAL METER			777997979								
06/18/08	Regular Bill											
06/19/08	Returned Check					\$42308.77						
07/14/08	Payment					\$42308.77						

PECO Account Activity Statement

Date: 07/21/08
Page: 1 of 2

*** Account Information ***

Account Number: 15546-00107
Account Status: Active
Requested By: RAMADA INN PHILA
(610)521-9600 Extension:

Mail To: RAMADA INN PHILA
CELEREN DEPT A
PO BOX 527

*** Current Account Status ***

Current Bill: \$818.64 Credit Amount:
Billed Prior: \$4139.62 Deposit Requested: \$0.00
Service Address: \$4958.26 Deposit On-Hand: \$25840.00
HEAT 76 INDUSTRIAL HW
METER BILL GRP: 02
ESSINGTON PA 19029 Rate: Gas Transportation Service GC Firm

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
07/30/07	Late Payment Charge	06/30/07 07/31/07	101993	027518149	\$811.39	\$850.80	\$885.93	\$885.93	08/20			
08/02/07	Payment		186822	027627454								
08/03/07	Regular Bill				\$32.63							
08/03/07	GAS SERVICE											
08/03/07	GAS-ADDITIONAL METER											
08/03/07	Regular Bill				\$811.39							
08/05/07	Transfer											
08/27/07	DEPOSIT											
08/28/07	Late Payment Charge	07/31/07 08/31/07	103296	027518149	\$25840.00	\$853.30	\$1697.32	\$853.30	08/21			3340
09/05/07	Regular Bill				\$16.23							
09/06/07	GAS SERVICE											
09/06/07	GAS-ADDITIONAL METER											
09/06/07	Regular Bill				\$810.70		\$26700.25	\$860.25	09/21			
09/12/07	Payment		189385	027627454								
10/01/07	Late Payment Charge	08/31/07 09/30/07	104674	027518149	\$16.21	\$844.02	\$27510.95	\$944.02	09/24			2990
10/03/07	GAS SERVICE											
10/03/07	GAS-ADDITIONAL METER											
10/03/07	DEPOSIT											
10/03/07	Regular Bill				\$32.43							
10/24/07	Late Payment Charge	09/30/07 10/31/07	106272	027518149	\$811.86	\$827.03	\$27493.96	\$26683.14	10/19			3050
11/02/07	DEPOSIT											
11/02/07	Regular Bill											
11/05/07	GAS SERVICE											
11/05/07	GAS-ADDITIONAL METER											
11/05/07	Regular Bill				\$48.67	\$27511.22	\$27526.39	\$27526.39	11/20			
11/26/07	Payment		190890	027627454								
12/03/07	Late Payment Charge	10/31/07 11/30/07	108642	027518149	\$933.34	\$827.03	\$28338.25	\$27493.96	11/21			3560
12/03/07	Regular Bill											
12/06/07	GAS SERVICE											
12/06/07	GAS-ADDITIONAL METER											
12/06/07	Regular Bill				\$48.67	\$982.01	\$48.67	\$48.67	12/21			
01/03/08	Late Payment Charge	11/30/07 12/31/07	112213	027518149	\$18.67	\$982.01	\$982.01	\$1000.68	01/22			5480
01/04/08	Regular Bill											
01/04/08	GAS SERVICE											
01/04/08	GAS-ADDITIONAL METER											
01/29/08	Regular Bill				\$1179.83		\$1000.68	\$1000.68	01/22			
02/04/08	Late Payment Charge	12/31/07 01/31/08	116249	027518149	\$42.27	\$2180.51	\$2180.51	\$982.01	01/22			8090
02/05/08	Regular Bill											
02/05/08	GAS SERVICE											
02/05/08	GAS-ADDITIONAL METER											
02/26/08	Regular Bill				\$1283.18		\$2222.78	\$2222.78	02/20			
03/04/08	Late Payment Charge	01/31/08 02/29/08	200793	027627454	\$67.93	\$3505.96	\$3505.96	\$3573.89	03/20			9190
03/05/08	Regular Bill											
03/06/08	GAS SERVICE											
03/06/08	GAS-ADDITIONAL METER											
03/31/08	Regular Bill				\$1243.72		\$3573.89	\$3573.89	03/20			
04/03/08	Late Payment Charge	02/29/08 03/31/08	122686	027518149	\$24.87	\$1311.65	\$1311.65	\$1336.52	03/24			8770
04/03/08	Regular Bill											
04/03/08	GAS SERVICE											
04/03/08	GAS-ADDITIONAL METER											
04/03/08	Regular Bill				\$979.69		\$1336.52	\$1336.52	04/18			

CUAR038

PECO Account Activity Statement

Date: 07/21/08
Page: 2 of 2

EXHIBIT "C"

Aug. 4. 2008 10:55AM

No. 3255 P. 2

PECO Energy Co.

72-HOUR SHUT-OFF NOTICE
(Aviso Suspension De Servicio En 72 Horas)
For PECO ENERGY Charges Only

1-888-480-1533

Name: RAMADA INN PHILA
Addr: 76 INDUSTRIAL HW

Date: 08/04/2008

ON 19029

Account: 89891-00201

YOUR GAS / ELECTRIC SERVICE WILL BE SHUT OFF !

We will shut off your PECO Energy Service on or after 8:00 a.m. on 08/07/2008 because:

X You have a PAST DUE amount of PECO Energy charges in the amount of \$ 535.34 as of 08/04/2008
Other: _____

We will NOT shut off your gas/electric service if you do ONE of the following:

- Pay \$ 535.34 in full BEFORE 08/07/2008. This includes any amount you owe on your payment plan.
- This notice is effective for 60 days.
- Show us a paid receipt for the past due amount.
- Call 1-888-480-1533 right away if you dispute this bill or to provide us with household income and occupant information. You may be eligible for a payment agreement or special assistance programs.
- To talk about your bill, please call our office at 1-888-480-1533.

WE MUST RECEIVE YOUR PAYMENT BEFORE THE SHUT-OFF DATE. WE WILL NOT ACCEPT PAYMENTS AT YOUR PROPERTY.

If we shut off your gas/electric service, you may have to pay all of the following before we can turn your service on:

- Past Due Amount of	\$ <u>535.34</u>	; and
- Deposit Past Due Amount of	\$ <u>.00</u>	
- Agreement Unbilled Balance	\$ <u>.00</u>	
- **Total	\$ <u>535.34</u>	

If your service is shut off, you may be required to pay any additional bills that have become past due to restore your service.

**If your service is shut off, once restored a Reconnection charge will be added to your account. Any additional shut-off work may increase your Reconnection charge from \$70.00 per meter to a maximum of \$1,560.00 total.

MEDICAL EMERGENCY NOTICE

Let us know if you or anyone presently and normally living in your home is SERIOUSLY ILL. WE WILL NOT SHUT OFF YOUR SERVICE during such an illness provided you:

1. Have your licensed physician or nurse practitioner certify by phone and in writing that such an illness exists and that it may be aggravated if your service is shut off. phone certification must be followed by written certification within 7 days. ^{AND}
2. Make arrangements to pay this bill. You must provide us with household income and occupant information to determine your payment terms while protected under the medical certification.

IMPORTANT TO KNOW

Before we shut off your utility service please read the back of this notice. You may be eligible for certain protections from shut off.

Atencion! Este es un mensaje muy importante. Si usted no lo entiende, favor de llamar a

1-888-480-1533.

SEE OTHER SIDE FOR MORE INFORMATION.

PECO Energy Co.

1-888-480-1533

If you have questions or need more information, please call us today at (888) 480-1533. After you talk with us, if you are not satisfied, you may file a complaint with the Public Utility Commission (PUC). The PUC may delay the shut off if you file the complaint before the shut off date. To contact them call (800) 692-7380 or write to: Pennsylvania Public Utility Commission, Box 3265, Harrisburg, PA 17105-3265.

WINTER SHUT-OFF PROVISIONS (between December 1 – March 31)

- If your income is below 250% of the federal poverty guideline, we must first ask the PUC for permission to shut off your service. Add together the monthly income of the adults in your household. If that number is the same or less than the amount listed in chart below for your household size, call us immediately at 1-888-480-1533. You will be required to provide us with proof of your income.

Monthly Income at 250% of Federal Poverty Level:				
Household Size	1	2	3	4
Monthly Income	\$2,167	\$2,917	\$3,667	\$4,417

Add \$750 for each additional household member.

- If we shut off your service during the winter months (between Dec. 1 – Mar. 31) we will restore your service within 24 hours of your meeting all requirements/conditions to have service reconnected. Where street digging is required it may take up to 7 days.

IMPORTANT TO KNOW – ABOUT YOUR UTILITY SERVICE

- If you currently have a valid Protection From Abuse order from a court, there are some additional protections available to you. Call us immediately at 1-888-480-1533. (You will be required to provide us with a copy of the order.)
- You may be eligible for a payment agreement or special assistance programs. Call 1-888-480-1533 right away to provide us with household income and occupant information. Documentation of your income will be required, such as pay stubs or tax documents.
- If your landlord pays your utility bill: You have certain legal protections. Call us at 1-800-494-4000.
- If you have trouble understanding or speaking English please call us at 1-888-480-1533.
- If you have a disability or need help understanding this notice, please call us at 1-800-494-4000.
- Termination of service may result in extensive property damage. You are responsible for taking all steps necessary to protect the property and occupants. You may want to turn off the water so the pipes do not freeze. If you do not own the property, you are responsible for notifying your landlord that the service is off.
- Use only equipment that is made for home heating. Use all types of heaters carefully. Follow all directions for safe use. NEVER use your oven, grill, or clothes dryer to heat your home. This could cause a fire or dangerous carbon monoxide gas.
- If your service is shut off, you may have to pay more than the amount on the front of this notice to have your service turned back on. You may have to pay any additional bills that have become past due.
- All adult occupants of the premise whose names are on the mortgage, deed, or lease are considered the 'customer' and are responsible for payment of this bill.
- If service is shut off, ANY adult occupant who has been living at the premise may have to pay all or portions of this bill to have service restored.
- If your service is shut off, you must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises.
- If we shut off your service during the NON-winter months (between Apr. 1 – Nov. 30) we will restore your service within 3 days of your meeting all requirements/conditions to have service reconnected. Where street digging is required it may take up to 7 days.

Atencion ! Este es un mensaje muy importante. Si usted no lo entiende, favor de llamar a 1-888-480-1533

PECO Energy Company's Business Office hours are Monday through Friday, from 8:30 a.m. to 5:00 p.m. Our business Office is located at: 2301 Market Street, Philadelphia, Pa. 19103.

To pay by credit card or check by phone, call 1-877-432-9384.

Payment Options: For your convenience, we offer the following payment options. Call us for more information about them. Do not mail cash. Bring entire form with you when paying in person.

- Automatic Bank Payment Plan
- Budget Payment Plan
- Pay-by-Mail: P.O. Box 13437 Philadelphia, Pa. 19101
- Pay-in Person
- Pay-by-Phone
- Pay at Authorized Payment Locations

Pay ONLY where you see A PECO Energy Authorized payment Sign.



EXHIBIT "D"

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
--------------------------------------	---	------------------------------------	--	-------------------------

None

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

Total > **0.00**

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

In re Celeren Corporation

Case 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	NONE	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
3. Security deposits with public utilities, telephone companies, landlords, and others.		PNC Bank	-	22,717.12
		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 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
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(c).)	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 Celeron 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

Debtor

Case No. 08-12132 (BLS)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NOTE	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.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

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

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

" B-16 "

	Current	1 - 30	31 - 60	61 - 90
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	4,677.00	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 06600400	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 04800600	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	4,659.00	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

Celaren 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 003693	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 004489- 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 016872- 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 023482- Pottstown, PA	3,133.00	0.00	0.00	0.00
TOTAL	<u>188,580.73</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 08600400	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

11:34 AM
11/04/08

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

		TOTAL
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 018286	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	0.00	310,447.06

"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 Corporation

Case No. 08-12132 (BLS)

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by 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. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, 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 all secured 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 "Creditor" include the entity on the appropriate schedule of creditors, and complete Schedule H - Creditors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on such 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.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND 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 WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H	W					
Account No.								
Value \$								
Account No.								
Value \$								
Account No.								
Value \$								
Account No.								
Value \$								
Subtotal (Total of this page)								
Total (Report on Summary of Schedules)							0.00	0.00

0 continuation sheets attached

In re Coleren 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. § 12 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**

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED		AMOUNT ENTITLED TO PRIORITY
Account No.							
PA Dept. of Revenue 2 Revenue Plaza Harrisburg, PA 17129						5,214.12	Unknown
Account No.							Unknown
Account No.							
Account No.							
Account No.							
Account No.							
Subtotal							0.00
(Total of this page)						5,214.12	0.00
Total							0.00
(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 Celaren 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(a). 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 in 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
	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	-					159.88
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 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 B J E C T T O S E T O F F S O S T A T E	C O N T R I B U T I O N	U N D E R L I E S	D I S P U T E D	AMOUNT OF CLAIM	
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 B 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. 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
Sheet no. <u>2</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	75,642.35

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. 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 Erle, 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 **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-DEBTOR 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.	T I M E	I N T E R I M I T A B I L I T Y	O R D E R O F P A Y M E N T	AMOUNT OF CLAIM
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. Sala 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.)	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	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T R I B U T I O N	U N C O N T R I B U T E D	D I S T R I B U T E D	AMOUNT OF CLAIM
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
					Subtotal (Total of this page)	105,880.75

Sheet no. 5 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 R I B U T I O N	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. 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
Sheet no. <u>6</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	94,568.12

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
				UNLIQUIDATED	DISPUTED		
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
Subtotal (Total of this page)							353,975.03

Sheet no. 7 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 M M U N I T Y 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 U 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
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
Sheet no. <u>8</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page) 86,181.52

In re Celeren Corporation
Debtor

Case No. 08-12132 (BLS)

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 I N G I N T E R E S T	P R I O R I T Y	D I S C O N T R A C T	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	
Sheet no. <u>9</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	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 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 E D	D I S B U T E D	AMOUNT OF CLAIM
		H	W					
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
Subtotal (Total of this page)								125,546.45

Sheet no. 10 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 S	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. 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.)	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
				SECURED	UNSECURED	PRIORITY	
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 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.)	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. 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
Subtotal (Total of this page)							126,356.14

Sheet no. 13 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.)	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.	AMOUNT OF CLAIM		
				CONTINGENT	UNLIQUIDATED	SUBTOTAL
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 **Caleren 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 W	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. 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
Subtotal (Total of this page)							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 D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G I N G I N T E R E S 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. 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							146,204.33
Account No. Dayspring Health Care Corp 501 Pinescree Drive Beverly, OH 45715							10,396.46
Account No. Delaware County Christian School 462 Mall 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. 16 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.)	CO-SURETY	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
					GENERAL UNSECURED	SECURED	OTHER	
Account No. Dolce 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.)	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	
				UNLIQUIDATED	DISPUTED			
Account No. Founders Pavilion, Inc. 205 East 1st Street Coming, 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	
Sheet no. <u>18</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	86,865.85

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	Husband, Wife, Joint, or Community		D A T E C L A I M W A S I N C U 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 R A G E M E N T	U N L I C I T A T E D	O B L I G A T I O N	A M O U N T O F C L A I M
		H	W					
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
Subtotal (Total of this page)								160,323.63

Sheet no. 19 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

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 D E B T O R	Husband, Wife, Joint, or Community			C O N T R I B U T E	U N 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. 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
						Subtotal (Total of this page)	120,671.03

Sheet no. 20 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.)	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 N T	U N D I S P U T E D	D I S P U T E D	AMOUNT OF CLAIM
Highland Park Center 2981 Town Center Road Baldwinsville, NY 13027	-						11,673.56
Hilton Garden Philly 4509 Island Avenue Philadelphia, PA 19153	-						150,272.32
Hudson Helath Care, Inc. 563 West Streetsboro Road Hudson, OH 44236	-						12,956.23
Huron Helath Care, Inc. 1920 Cleveland Road West Huron, OH 44839	-						11,626.22
Immaculata University 1145 King Road Immaculata, PA 19345	-						267,141.10
Subtotal (Total of this page)							453,671.43

Sheet no. 21 of 42 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re Celery 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	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G U N S E C U R E D	U N J U D I C I A L L Y	D I S P U T E D	AMOUNT OF CLAIM
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
Subtotal (Total of this page)							195,793.70
Sheet no <u>22</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 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	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 E D	D I S T R I B U T E D	AMOUNT OF CLAIM
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
Subtotal (Total of this page)							341,122.82

Sheet no. 23 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 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 M E N T	U N L I Q U I D A T E D	D I S S U E D	AMOUNT OF CLAIM
		H	W					
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
Subtotal (Total of this page)								221,604.59

Sheet no. 24 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	A M O U N T O F C L A I M
		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. Mangaibha 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
Subtotal (Total of this page)					50,892.57

Sheet no. 25 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.)	COORDINATOR 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	UNLITIGATED	DISPUTED	AMOUNT OF CLAIM	
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 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 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						
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	
Sheet no. <u>27</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	47,889.07

In re Celeren Corporation

Case No. 09-12132 (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		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	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					
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. Nashawtic 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 O R D I N 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.								
Northeast Hospitality T/A Best Western Hotel 39 Elwoods Road North East, MD 21901		-						16,833.28
Account No.								
Northeast Restuarant Group, Inc. 882 Kidder Street Wilkes Barre, PA 18702		-						4,793.48
Account No.								
Nutmeg Vrewing & Restaurant Group 2600 Post Road Southport, CT 06490		-						7,735.11
Account No.								
Om Sri Sai Inc. d/b/a/ Howard Johnson 63 Route 611 Bartonsville, PA 18321		-						18,062.14
Account No.								
Oradell Animal Hopsital, Inc. 580 Winters Avenue Paramus, NJ 07652		-						38,498.92
Sheet no. <u>29</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	85,922.93

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	C O N T I N G E N T	U N S E C U R E D	D I S C U S I O N	AMOUNT OF CLAIM	
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	
<p>Sheet no. 30 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p>							<p>Subtotal (Total of this page)</p>	1,012,073.07

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 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
Pocono Investors, Inc. Route 314 Pocono Manor, PA 18349	-						16,926.77
Portland Operator Inc. 157 High Street Portland, ME 04101	-						14,853.00
Quail Run Elder Care Community 155 Broad & Heisey Street Rheems, PA 17570	-						669.01
Raguram Hospitality Inc. 4859 McKnight Road Pittsburgh, PA 15237	-						39,894.59
Raguram Inc. 1338 Dorsey Road Hanover, MD 21076	-						22,490.82
Subtotal (Total of this page)							94,834.19

Sheet no. 31 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 B O R 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
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 Connelville, OH 43756			-					9,761.66	
Sheet no. <u>32</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	206,509.01

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.	C O N T R I B U T I O N	U N L I Q U A T E D	D I S P U T E D	AMOUNT OF CLAIM	
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	
<p>Sheet no. 33 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims</p>							<p>Subtotal (Total of this page)</p>	118,208.16

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 N T R I B U 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 T A 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 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 C O R P O R A T I O N	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.								
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
Subtotal (Total of this page)								125,347.68

Sheet no. 35 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 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. 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		-				2,608.14
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
					Subtotal (Total of this page)	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		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
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	
Sheet no. <u>37</u> of <u>42</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	785,164.50

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.)	DOCUMENT H W C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
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. 5168 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 D E B T 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 T A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
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
Subtotal (Total of this page)							51,439.00

Sheet no. 39 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.)	DOCUMENT 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	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
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
Subtotal (Total of this page)						224,857.46

Sheet no. 40 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 W J C	Husband, Wife, Joint, or Community	D A T E	C O U N T Y	U N L I Q U I T 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. 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 **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 Z E	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.									
Yorkland Health and Rehab Inc. 1425 Yorkland Road Columbus, OH 43230			-					24,790.82	
Account No.									
Account No.									
Account No.									
Account No.									
Sheet no. 42 of 42 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	24,790.82
								Total (Report on Summary of Schedules)	9,249,549.71

In re Celero 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

0

_____ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

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

0

continuation sheets attached to Schedule of Codebtors