

## United States Bankruptcy Court

In re ProRhythm, Inc.,  
Debtor

Case No. 07-11861 (KJC)

Chapter 11

### SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property-	Yes	1	\$0		
B - Personal Property	Yes	3	\$3,834,875.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		\$1,520,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		\$0	
F - Creditors Holding Unsecured Non priority Claims	Yes	5		\$4,529,671.08	
G - Executory Contracts and Unexpired Leases.	Yes	5			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)- Nothing here	No	-			\$0
J - Current Expenditures of Individual Debtors(s) – Nothing here	No	-			\$0
<b>TOTAL</b>		19	\$3,834,875.00	\$6,049,671.08	



In re ProRhythm, Inc.,  
Debtor

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(if known)

**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 the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

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

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

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT 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.		Operating Account (\$25,000)/Sweep Account (\$1,259,000), maintained with Chase Bank.		
3. Security deposits with public utilities, telephone companies, landlords, and others.		Money Market Custody Account (\$246,000), maintained with The Bank of New York.		\$1,530,000.00
4. Household goods and furnishings, including audio, video, and computer equipment.	X	Lease security deposit with Long Island Industrial Management (\$60,000) and pre-petition utility deposit with Long Island Power Authority (\$1,875)		\$61,875.00
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			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X	The Debtor maintains various insurance policies.		Unknown
10. Annuities. Itemize and name each issuer.	X			

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Case No. 07-11861 (KJC)  
(if known)

**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, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
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 non-negotiable instruments.	X			
16. Accounts receivable		Trade receivables.		\$93,000.00
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			
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			

In re ProRhythm, Inc.,  
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Case No. 07-11861 (KJC)  
(if known)

**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, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.		Various patents. (For a complete description of the Debtor's patents, see related exhibits attached to the Court's Order authorizing the Debtor to obtain post-petition financing, dated January 3, 2008).		\$830,000.00
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.		Computer equipment and furnishings located at 105 Comac Street, Ronkonkoma, New York.		\$166,000.00
29. Machinery, fixtures, equipment, and supplies used in business.		Manufacturing equipment located at 105 Comac Street, Ronkonkoma, New York.		\$300,000.00
30. Inventory.		Inventory in the form of raw material components, work in progress, and finished goods.		\$854,000.00
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
Total ▶				\$3,834,875.00



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(If known)

**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 the creditor, state the child’s initials and the name and address of the child’s parent or guardian, such as “A.B., a minor child, by John Doe, guardian.” Do not disclose the child’s name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If 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 “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.)

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 Without Deducting Value of Collateral” 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, if Any” 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 AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
<b>ACCOUNT NO.</b> Lighthouse Capital Partners V, L.P. 500 Drake's Landing Road Greenbrae, CA 94904-3011			Loan and Security Agreement, secured by lien on certain equipment.  VALUE \$416,000.00				\$412,000.00	\$0
<b>ACCOUNT NO.</b> Century Medical, Inc. 1-6-4 Osaki Shinagawa-Ku Tokyo, Japan 141-8588			Promissory notes, as amended on November 30, 2005, secured by liens on accounts receivable and inventory.  VALUE \$947,000.00				\$1,108,000.00	\$161,000.00
Subtotal ► (Total of this page)							\$1,520,000.00	\$161,000.00
Total ► (Use only on last page)							\$1,520,000.00	\$161,000.00

0 continuation sheets attached

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

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(If known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

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

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

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

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

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

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

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

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

**Domestic Support Obligations**

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

**Extensions of credit in an involuntary case**

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

**Wages, salaries, and commissions<sup>1</sup>**

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).

<sup>1</sup> On December 13, 2007, and January 3, 2008, the Court entered orders authorizing the payment of pre-petition salaries, vacation, severance, and sick leave, among other things, owing to the Debtor's employees, which would have been paid pursuant to 11 U.S.C. § 507(a)(4). Upon the reasonable request of an appropriate party, the Debtor will provide a schedule of such claims.

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Debtor (if known)

**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.

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

### SCHEDULE F – CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

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

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

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

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

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

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	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
David E. Acker 175 Harbor Road St. James, NY 11780			Promissory Note Incurred as of June 22, 2000				\$2,205,445.00
Agility Research Services Inc P.O. Box 64689 St. Paul, MN 55164			Trade Debt. Various Dates				\$7,692.23
A.H. Electronic Test Equipment 374 Islip Ave. Islip, NY 11751			Trade Debt Various Dates <sup>2</sup>				\$1,357.00
Airweld 243 Waverly Avenue Patchogue, NY 11772			Trade Debt Various Dates				\$533.11
Applied Plastics 25 Endicott Street Norwood, MA 02062			Trade Debt Various Dates				\$1,227.68
ARC Mechanical Corp. 215 McCormick Drive Bohemia, NY 11716			Trade Debt Various Dates				\$1,754.00

<sup>2</sup> The Debtor incurred the claims on this Schedule F generally between September 11, 2007, and the Petition Date, except in the case for its clinical trial claims, which were incurred on various dates throughout calendar year 2007 up to and including the Petition Date.

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

**SCHEDULE F – CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

<b>CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER</b> <i>(See instructions above.)</i>	<b>CODEBTOR</b> HUSBAND, WIFE, JOINT, OR COMMUNITY	<b>DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM.</b> IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	<b>CONTINGENT</b>	<b>UNLIQUIDATED</b>	<b>DISPUTED</b>	<b>AMOUNT OF CLAIM</b>
Bio-Imaging Technologies 826 Newtown-Yardley Road Newtown, PA 18940-1721		Trade Debt Various Dates				\$5,627.38
Nancy Briefs 4 Sandstone Drive Nashua, NH United States 03063		Director Fees Various Dates				\$1,250.00
California Fine Wire P.O. Box 446 Grover Beach, CA 93483		Trade Debt Various Dates				\$559.67
Chase Card Services PO Box 15153 Wilmington, DE 19886-5153		Credit Card Various Dates				\$4,257.00
Cintas Cleanroom Resources 1605 Route 300 Newburgh, NY 12550		Trade Debt Various Dates				\$2,231.76
Clean Cut Technologies 4125 East Lapalma Anaheim, CA 92807		Trade Debt Various Dates				\$3,164.43
Cleveland Clinic Foundation 9500 Euclid Avenue Cleveland, OH 44195		Various Dates (Subject to setoff)		X		\$8,629.00
Connecticut Plastics 1268 Old Colony Road Wallingford, CT 06492		Trade Debt Various Dates				\$4,092.51
Eagle Metalcraft, Inc. 3550 Burnet Avenue East Syracuse, NY 13057		Trade Debt Various Dates				\$800.35
Enpath Medical 15301 Highway 55 West Minneapolis, MN 55447		Trade Debt Various Dates				\$1,150.00
Fed Ex P.O. Box 1140 Memphis, TN 38101		Trade Debt Various Dates				\$5,944.79
Richard Fischer 5250 Old School Road Pleasanton, CA 94588		Consulting Fees Incurred between October 1, 2007, and December 11, 2007				\$2,175.00
Global Crossing 1499 W. 121st Avenue Westminster, CO 80234		Trade Debt Various Dates				\$1,758.50
Homolka Hospital-Prague Roentgenova 2 Prague 5 15030 Czech Republic		Clinical Trial Various Dates		X		\$28,990.00

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 Debtor (if known)

**SCHEDULE F – CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR 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
Johns Hopkins Hospital Carnegie 592 600 North Wolfe Street Baltimore, MD 21287		Clinical Trial Various Dates		X		\$27,257.00
KEMA 3889 Payshere Circle Chicago, IL 60674		Trade Debt Various Dates				\$3,775.00
KIKA Medical 70 Federal Street 4th Floor Boston, MA 02110		Trade Debt Various Dates				\$14,208.00
L Capital Partners 10 East 53 <sup>rd</sup> Street 37th floor New York, NY 10022		Promissory Notes Incurred between November 2, 2007, and December 11, 2007				\$1,999,999.00
Lahey Clinic 41 Mall Road Burlington, MA 01805		Clinical Trial Various Dates		X		\$8,255.00
Lerner David Littenberg Krumholz & Mentlik LLP 600 South Avenue West Westfield, NJ 07090		Legal Fees Various Dates				\$23,826.81
LexaMed 705 Front Street Toledo, OH 43605		Trade Debt Various Dates				\$549.00
Maggio Sanitation 9 Commercial Blvd Medford, NY 11763		Trade Debt Various Dates				\$945.04
Measurement Specialties P.O. Box 34596 Newark, NJ 07189		Trade Debt Various Dates				\$ 12,259.07
Medtronic USA Inc. 4642 Collections Ctr Dr. Chicago, IL 60693		Trade Debt Various Dates				\$5,974.40
MicroGroup 7 Industrial Park Road Medway, MA 02053		Trade Debt Various Dates				\$842.10
New York University 550 First Avenue New York, NY 10016		Clinical Trial Various Dates		X		\$2,275.00

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

**SCHEDULE F – CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR 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
Al Novak 6350 S.W. 92nd Street Miami, FL 33156		Director Fees Various Dates				\$1,000.00
Ohio State University 1960 Kenny Road Columbus, OH 43210		Clinical Trial Various Dates		X		\$6,065.00
P & A Administrative 7 Court Street, Suite 500 Buffalo, NY 14202		Trade Debt Various Dates				\$3,958.35
Piedmont Hospital d/b/a Fuqua Heart Center of Atlanta 95 Collier Road, Suite 5005 Atlanta, GA 30309		Clinical Trial Various Dates (Subject to setoff)		X		\$18,780.00
Qosina 150-Q Executive Drive Edgewood, NY 11717		Trade Debt Various Dates				\$895.50
Sentara Norfolk General Hospital 600 Gresham Drive Norfolk, VA 23507		Clinical Trial Various Dates (Subject to setoff)				\$35,062.50
Sprint Data Services PO Box 219623 Kansas City, MO 64121-9623		Trade Debt Various Dates				\$1,186.90
St. Jude Medical, Inc. One Lillehei Plaza St. Paul, Minnesota 55117		Various Agreements	X	X	X	Unknown <sup>3</sup>
Texas Cardiac Arrhythmia Research 1301 West 38th Street, Suite 710 Austin, TX 78705		Clinical Trial Incurred between Jan 8 <sup>th</sup> and December 6 <sup>th</sup> 2007		X		\$2,880.00
University of California-Los Angeles Cardiac Arrhythmia Center 10911 Weyburn Avenue, 3rd floor Los Angeles, CA 90024-7170		Clinical Trial Incurred between Jan 8 <sup>th</sup> and December 6 <sup>th</sup> 2007				\$7,275.00
University of Oklahoma Cardiac Arrhythmia Institute 1200 Everett Drive Oklahoma City, OK 73104		Clinical Trial Incurred between Jan 8 <sup>th</sup> and December 6 <sup>th</sup> 2007 (Subject to setoff)		X		\$29,018.00

<sup>3</sup> On January 3, 2008, the Court entered an order authorizing the Debtor to reject a certain purchase option agreement to which the Debtor and St. Jude Medical, Inc., among others, were parties and requiring proofs of claim in connection such rejection to be filed by January 25, 2008.

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

**SCHEDULE F – CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR 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
University of Pennsylvania Founders Pavilion 9th floor 3400 Spruce Street Philadelphia, PA 19104		Clinical Trial Incurred between Jan 8 <sup>th</sup> and December 6 <sup>th</sup> 2007		X		\$7,326.00
University of Texas Southwestern 5323 Harry Hines Blvd, H1.108 Dallas, TX 75390-9016		Clinical Trial Various Dates (Subject to setoff)		X		\$3,218.00
University of Virginia 1001 North Emmet Street Charlottesville, VA 22903		Clinical Trial Various Dates		X		\$4,253.00
William Beaumont Hospital 3601 West Thirteen Mile Road Royal Oak, MI 48073-6769		Clinical trial Various Dates (Subject to setoff)		X		\$22,198.00
Subtotal ►						\$ 4,529,671.08
Total ►						\$ 4,529,671.08

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

(Use only on last page of the completed Schedule F.)  
 (Report also on Summary of Schedules and, if applicable, on  
 the Statistical  
 Summary of Certain Liabilities and Related Data.)

In re ProRhythm, Inc.,  
DebtorCase No. 07-11861 (KJC)  
(if known)**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.
Advamed 701 Pennsylvania Avenue NW Suite 800 Washington, DC 20004-2654	Licensing Agreement
Bio-Imaging Technologies 826 Newtown-Yardley Road Newtown, PA 18940-1721	General Services Agreement
Hugh Calkins 1741 Circle Road Ruxton, MD 21204	Consulting Agreement
Century Medical, Inc. 1-6-4 Osaki Shinagawa-Ku Tokyo, Japan 141-8588	Distribution Agreement
Cleveland Clinic Foundation 9500 Euclid Avenue Cleveland, OH 44195	Clinical Investigation Agreement
CryoCor, Inc. 9717 Pacific Heights San Diego, CA 92121	Support Agreement
EndoSense, S.A. 42 Route de Satigny 1217 Meyrin (Geneva) Switzerland	Support Agreement
Waseem Faidi 12 Jester Court Schenectady, NY 12304	Consulting Agreement

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

**SCHEDULE G – EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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.
Richard Fischer 5250 Old School Road Pleasanton, CA 94588	Consulting Agreement
Fullerton Cardiovascular Medical Group 2240 N. Harbor Blvd, Suite 200 Fullerton, CA 92835	Clinical Investigation Agreement
Fullerton Medical Center 101 E. Valencia Mesa Drive Fullerton, CA 92835	Clinical Investigation Agreement
Homolka Hospital-Prague Roentgenova 2 Prague 5 15030 Czech Republic	Clinical Investigation Agreement
James M. Gibson Associates 15105 Elmcrest Street Odessa, FL 33556	Consulting Agreement
Johns Hopkins Hospital Carnegie 592 600 North Wolfe Street Baltimore, MD 21287	Clinical Investigation Agreement
KEMA-Registered Quality, Inc. 4377 County Line Road, Suite 202 Chalfont, PA 18914	Certification Agreement
Kika Medical 22 Avenue Foch 54000 Nancy France	Medical Database Management Agreement
Lahey Clinic 41 Mall Road Burlington, MA 01805	Clinical Investigation Agreement

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

**SCHEDULE G – EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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.
Lexington Cardiac Research Foundation 1800 Nicholasville Road, Suite 401 Lexington, KY 40503	Clinical Investigation Agreement
Long Island Industrial Management 575 Underhill Blvd, Suite 125 Syosset, NY 11791	Facility Lease
Medical University of South Carolina 171 Ashley Avenue Charleston, SC 29425	Clinical Investigation Agreement
Meditech Strategic Consultants B.V Maastrichterlaan 127 6291 EN Valls The Netherlands	Consulting Agreement
Medtronic Bio-Medicus, Inc. 520 Watson Street, S.W. Grand Rapids, MI 49504	Services Agreement and Investment Agreement
Gerhard Mueller 14129 Berlin An der Rehwiese 8 Germany	Consulting Agreement
New York University 550 First Avenue New York, NY 10016	Clinical Investigation Agreement
Dawn Norman 343 Garland Avenue Memphis, TN 38104	Consulting Agreement
Ohio State University 1960 Kenny Road Columbus, OH 43210	Clinical Investigation Agreement

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

**SCHEDULE G – EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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.
Dr. Med. Feifan Ouyang Asklepios Klink St. Georg II Medizinische Abteilung/Kardiologie Lohmuehlenstr 5 D-20099 Hamburg, Germany	Consulting Agreement
Piedmont Hospital d/b/a Fuqua Heart Center of Atlanta 95 Collier Road, Suite 5005 Atlanta, GA 30309	Clinical Investigation Agreement
Sentara Norfolk General Hospital 600 Gresham Drive Norfolk, VA 23507	Clinical Investigation Agreement
Dong IK Shin 142321 El Topo Drive Poway, CA 92064	Consulting Agreement
St. Jude Medical, Inc. SJM International, Inc. One Lillehei Plaza St. Paul, MN 55117	Various Agreements <sup>4</sup>
John Talarico 47 Rector Place Red Bank, NJ 07701	Consulting Agreement
Texas Cardiac Arrhythmia Research 1301 West 38th Street, Suite 710 Austin, TX 78705	Clinical Investigation Agreement
The General Hospital Corporation Massachusetts General Hospital 55 Fruit Street Boston, MA 02114	Clinical Investigation Agreement

<sup>4</sup> On January 3, 2008, the Court entered an order authorizing the Debtor to reject a certain purchase option agreement to which the Debtor and St. Jude Medical, Inc., among others, were parties and requiring proofs of claim in connection such rejection to be filed by January 25, 2008.

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

**SCHEDULE G – EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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.
Three Wire, Inc. 10250 Valley View Road Suite 145 Eden Prairie, MN 55344	Master Services Agreement
University of California-Los Angeles Cardiac Arrhythmia Center 10911 Weyburn Avenue, 3rd floor Los Angeles, CA 90024-7170	Clinical Investigation Agreement
University of Oklahoma 1200 Everett Drive Oklahoma City, OK 73104	Clinical Investigation Agreement
University of Oklahoma Cardiac Arrhythmia Institute 1200 Everett Drive Oklahoma City, OK 73104	Clinical Investigation Agreement
University of Pennsylvania Founders Pavilion 9th floor 3400 Spruce Street Philadelphia, PA 19104	Clinical Investigation Agreement
University of Texas Southwestern 5323 Harry Hines Blvd, H1.108 Dallas, TX 75390-9016	Clinical Investigation Agreement
University of Virginia 1001 North Emmet Street Charlottesville, VA 22903	Clinical Investigation Agreement
Mark Wagshul 155 Warwick Avenue Fairfield, CT 06825	Consulting Agreement
Wake Forest University Health Sciences Medical Center Boulevard Winston-Salem, NC 27157	Clinical Investigation Agreement

In re ProRhythm, Inc., Case No. 07-11861 9KJC  
 Debtor (if known)

**SCHEDULE G – EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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.
Reinhard Warnking 143 Old Field Road E. Setauket, NY 11733	Employment Agreement
William Beaumont Hospital 3601 West Thirteen Mile Road Royal Oak, MI 48073-6769	Clinical Investigation Agreement
Oti Wooster 111 North Pompano Beach Blvd #1611 Pompano Beach, FL 33062	Consulting Agreement
Various Parties	Registration Rights Agreement
Various Parties	Investment Agreement

In re ProRhythm, Inc.,  
Debtor

Case No. 07-11861 (KJC)  
(if known)

**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 the 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

B Declaration (Official Form 6 - Declaration) (12/07)

In re ProRhythm, Inc.  
Debtor

Case No. 07-11861 (KJC)  
(if known)

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of \_\_\_\_\_ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date \_\_\_\_\_

Signature: \_\_\_\_\_  
Debtor

Date \_\_\_\_\_

Signature: \_\_\_\_\_  
(Joint Debtor, if any)  
[If joint case, both spouses must sign.]

**DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,  
of Bankruptcy Petition Preparer

Social Security No.  
(Required by 11 U.S.C. § 110.)

*If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.*

\_\_\_\_\_  
\_\_\_\_\_  
Address

X \_\_\_\_\_  
Signature of Bankruptcy Petition Preparer

\_\_\_\_\_  
Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

*If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.*

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.*

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the Chief Financial Officer of ProRhythm, Inc., named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 20 sheets (Total shown on summary page plus 1), and that they are true and correct to the best of my knowledge, information, and belief.

Date January 16, 2008

Signature: David R. Cicely  
DAVID CICELY

*[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]*

*Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.*