

EXHIBIT A

B10 (12/08)

**THIS SPACE IS FOR
COURT USE ONLY**

UNITED STATES BANKRUPTCY COURT District of Oregon	PROOF OF CLAIM
Name of Debtor: Summit Accommodators, Inc.	Case Number: 08-37031-rld11
Name of Creditor (the person or other entity to whom the debtor owes money or property) (NOTE: STRIKE any preprinted text that is incorrect AND type or print correct information): Century Drive Mobile Home Park, LLC	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim# _____ (If known) Filed on: _____
Name and address where notices should be sent: Stephanie Studebaker 265 NW Franklin Ave., Ste 101 Bend, Oregon 97702 Telephone Number: 541-410-6719	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Name and address where payment should be sent (if different from above): Telephone Number: _____	
1. Amount of Claim as of Date Case Filed: \$ <u>585,584.68</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____). Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: (See instruction #2 on reverse side.) Default of Operating Agreement	
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)	
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	
7. Documents: Attach NO MORE THAN FIVE (5), 8 1/2 x 11 INCH, PAGES of redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:	
DATE: 4/21/09	SIGN AND PRINT the name AND title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. X <i>Stephanie Studebaker</i>
NOTE: DO NOT FILE CLAIM IF SAME ONE ALREADY FILED IN THIS CASE!!	

CLERK US BANKRUPTCY COURT
DISTRICT OF OREGON

'09 APR 22 A10:10

LOGGED _____ REC'D _____

PAID _____ DCKETED _____

MAIL CLAIM TO:

Clerk, U.S. Bankruptcy Court (If the 5-digit portion of the Case No. begins with a "3" or "4", mail to 1001 SW 5th Ave. #700, Portland OR 97204; OR if it begins with a "6" or "7", mail to 405 E 8th Ave #2600, Eugene OR 97401.)

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

*** OVER FOR INSTRUCTIONS ***

FILE COPY

EXHIBIT A

SUMMARY OF PROOF OF CLAIM (Question 7)

Century Drive Mobile Home Park, LLC was formed as an Oregon limited liability company. The members of the LLC were Mark Neuman, Brian Stevens, Tim Larkin, Stephanie Studebaker and the Neuman Family.

Pursuant to the terms of the Operating Agreement, capital contributions were required to be made (a copy of the pertinent parts of the Operating Agreement are attached hereto).

The members sold 20% of Century Drive Mobile Home Park, LLC. Mr. Neuman and Mr. Stevens took their share of profits from the sale, \$292,792.34 each for a total of \$584,000 and deposited the monies into Inland Capital Corp. Account (copies of the checks are attached hereto). Pursuant to the Operating Agreement, Mr. Neuman and Mr. Stevens were supposed to take the monies from the sale and make capital contributions to Century Drive Mobile Home Park, LLC. They failed to do this and the property is now in default.

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Century Drive Mobile Home Park, LLC
 1597 SW Chandler
 Suite 101
 Bend, OR 97702
 541-389-8466

Columbia River Banking Co
 1701 NE Third St
 Bend, OR 97701
 541-330-1701

DATE 08/22/2008

98-601 / 1232

1120

PAY TO THE ORDER OF **Inland Capital Corp.**

TWO-HUNDRED-NINETY-TWO-THOUSAND SEVEN-HUNDRED-NINETY-TWO AND 34/100** DOLLARS

Inland Capital Corp.

MEMO sale to Hull - neuman share

M. G. A.

⑆12320601⑆ 1202011682⑆1120

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Century Drive Mobile Home Park, LLC
 1597 SW Chandler
 Suite 101
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Columbia River Banking Co
 1701 NE Third St
 Bend, OR 97701
 541-330-1701

DATE 08/22/2008

98-601 / 1232

1121

PAY TO THE ORDER OF **Inland Capital Corp.**

TWO-HUNDRED-NINETY-TWO-THOUSAND SEVEN-HUNDRED-NINETY-TWO AND 34/100** DOLLARS

Inland Capital Corp.

MEMO sale to Hull - stevens share

M. G. A.

⑆12320601⑆ 1202011682⑆1121

**OPERATING AGREEMENT
OF
CENTURY DRIVE MOBILE HOME PARK, LLC**

**ARTICLE 1
FORMATION OF COMPANY**

1.1 **Name.** The name of the limited liability company (the "Company") is **CENTURY DRIVE MOBILE HOME PARK, LLC.**

1.2 **Formation.** The Company was formed on **OCTOBER 4, 2005**, pursuant to ORS Chapter 63 (the "Act") when its Articles of Organization ("Articles") were filed with the office of the Secretary of State.

1.3 **Principal Place of Business.** The Company's principal place of business is **141 SW 15th St., Bend, OR 97702.**

1.4 **Registered Office and Registered Agent.** The Company's initial registered office shall be at **1567 SW Chandler, Ste 101, Bend, OR, 97702**, and the name of its initial registered agent at such address shall be **Lane D. Lyons**. The registered office and/or registered agent may be changed by the Members as provided in ORS 63.114(1).

1.5 **Defects as to Formalities.** A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

1.6 **Rights of Creditors and Third Parties.** Except as provided by statute, no creditor or third party shall have any rights or interest in the Company.

**ARTICLE 2
BUSINESS OF COMPANY**

2.1 **Business.** The business of the Company shall be to:

2.1.1 **Ownership, operation, leasing, management, and otherwise holding for investment the property located in Bend, Oregon, commonly known as the Century Drive Mobile Home Park, the "Property;" and**

2.1.2 **Carry on any other lawful business or activity which may be conducted by a limited liability company organized under the Act, which is incidental to the purpose set forth in Section 2.1.1, above.**

2.1.3 **Notwithstanding anything contained herein to the contrary, the Company shall under no circumstances enter into or engage in any transactions involving the development**

EXHIBIT A

ARTICLE 3 MEMBERS, CONTRIBUTIONS, INTERESTS

3.1 **Names, Addresses, Initial Contributions and Units.** The name(s) and addresses of the Members of the Company, the agreed value of their initial capital contributions, and their initial units of ownership ("Units") shall be as set forth in *Exhibit 1*.

3.2 **Additional Contributions.** No Member shall be obligated to make any additional contributions. Additional capital contributions shall be accepted from existing Members only if a majority of the Members, measured by ownership Units, approve and set the maximum total amount of the additional capital contributions. Any voluntary capital contribution call made pursuant to this Section 3.2 shall be made available to all Members in proportion to their respective percentage of ownership measured by outstanding Units. In order to make a voluntary capital contribution call, the Manager(s) shall give to each Member written notice of the amount of the call. Any Member who elects to make a voluntary additional capital contribution shall pay such amount to the Company within sixty (60) days after the notice of the call. If any Member elects not to make an additional capital contribution, the Manager(s) shall give notice to the remaining Members, who shall have thirty (30) days in which to elect to contribute their pro rata shares of the additional capital contribution not made by such Member. In the event that one or more Members do not participate in any capital call pursuant to this section, the Units of the contributing Members shall be adjusted upwards proportionately to reflect their contributions.

3.3 **Required Capital Contributions.** Each Member shall be required to make limited required capital contributions upon written notice from the Manager(s) as set forth in this Section. In the event capital is required by the Company as permitted by this Section, the Manager shall give written notice to each Member of the amount of required additional contribution, and each Member must deliver to the Company its pro rata share (in proportion to the respective Units of the Member on the date such notice is given) not later than 30 days following the date notice is given. Failure by a Member to make a required contribution under this section shall be a breach of the terms of this Agreement and a cessation event with regard to such Member pursuant to Article 9, below. When a Member fails to make a required contribution, the remaining Members may contribute their pro-rata share of such contribution, and their Units shall be adjusted upwards proportionately to reflect their contributions, prior to any purchase of the defaulting Members Units pursuant to Article 9, below.

Required capital contributions pursuant to this Section shall be for the sole purpose of meeting the Company's capital needs to maintain and improve any real property owned by the Company, or make debt service payments on such property. None of the terms, covenants, obligations or rights contained in this Section 3.3 are or will be deemed to be for the benefit of any person or entity other than the Members and the Company, and no third person will under any circumstances have any right to compel any actions or payments by the Manager and/or the Members.

EXHIBIT A

3.4 Capital Accounts, Economic Rights and Unit Holders. A separate capital account will be maintained for each Unit in accordance with Treas. Reg. Section 1.704-1(b)(2)(iv) (and, where applicable, Treas. Reg. Section 1.704-3(d)(2)). Any successor to a Unit's rights to distributions under Articles 7, 9, and 10 (referred to herein as the Unit's "economic rights") shall succeed to the Unit's capital account, and the holder of the capital account at any time shall be referred to as the "Unit holder" for such Unit. A Member's contributions to capital shall be allocated, pro rata, among the Units as to which the Member is the Unit holder at the time of contribution. ORS 63.185(4) shall not apply to any admission of additional Members. However, the Members shall have the option of revaluing Company properties for capital account purposes in accordance with Treas. Reg. Section 1.704-1(b)(2)(iv)(f) under the circumstances specified therein (e.g., a capital contribution made in return for Units, or a distribution made in connection with the liquidation of some or all of a Unit holder's Units).

3.5 No Interest on Capital Contributions. No interest shall be paid on capital contributions.

3.6 Member Liability and Indemnification. Except as otherwise provided by law, the Articles, or this Agreement, a Member shall have no personal liability, merely as a Member, for any liabilities or losses of the Company beyond the Member's contributions and any Company debt guaranteed by the Member. The Company shall indemnify the Members for all costs, losses, liabilities, and damages paid or accrued by such Member in connection with the business of the Company or because the Member is a Member and shall advance expenses incurred by the Member in connection with the business of the Company or any legal action arising from action taken by the Member in connection with the business of the Company, all to the fullest extent provided or allowed by the laws of Oregon.

3.7 Company Debt Allocation and Indemnification. Each of the Member's agree and acknowledge that the Property has been contributed to the Company subject to indebtedness in the amount of \$3,123,500, the "Acquisition Debt." The Members further agree that the allocation of such debt amongst the members for purposes of calculating their share of Company losses, and their respective bases in the Units in the Company, shall be allocated as set forth on Exhibit 1, attached hereto. In the event that any Member of the Company is required to pay any share of the Acquisition Debt in excess of the amount allocable to such Member as determined pursuant to this Section, the remaining Members agree that they shall, upon demand, indemnify and hold the paying Member harmless for any amount of the debt paid by such Member in excess of their ratable share.


ARTICLE 4 MANAGEMENT OF COMPANY BY MANAGER(S).

4.1 Number and Qualifications of Manager(s). The Company shall be managed by Manager(s). The number of Manager(s) shall be the number elected by the Members from time to time, but shall not be less than one. Manager(s) may be individuals or entities, and need not be Members of the Company. The initial Managers of the Company shall be Mark Neuman and Stephanie Studebaker.

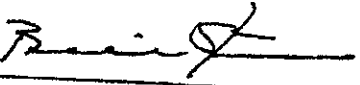
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Century Drive Mobile Home Park, LLC

12.12 **Attorney Fees.** In the event litigation or arbitration is instituted to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal or in any bankruptcy proceedings.


Wherefore, the parties hereto have caused this Operating Agreement to be executed effective as of October 10th, 2005.



Mark Neuman



Brian Stevens

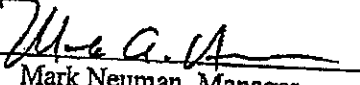


Tim Larkin



Stephanie Studébak

Neuman Family, LLC

By: 

Mark Neuman, Manager