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LLC Managers of Interested Parties Klondike Point, LLC and Century Drive Mobile Home Park, LLC; and Principal of Unsecured Creditor, XIGG, LLC (dba Smart Solutions)

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON**

In re:
Summit Accommodators, Inc., dba Summit
1031 Exchange

Debtor.

Case No. 08-37031 rld11

**OBJECTION TO ATTORNEY &
PROFESSIONAL FEES OF OBSIDIAN
FINANCE GROUP, LLC; TRUSTEE,
KEVIN PADRICK; AND TONKON
TORP, LLC AND WRITTEN REQUEST
FOR A HEARING**

Jim Hull ("Hull"), Manager of Century Drive Mobile Home Park, LLC, an Oregon limited liability company; Mark Knowles, Principal of Unsecured Creditor XIGG, LLC (dba Smart Solutions); Stephanie Studebaker-DeYoung ("Studebaker"), Manager of interested parties

1 Klondike Point, LLC, an Oregon limited liability company; and Century Drive Mobile Home Park,
2 LLC, an Oregon limited liability company; (Collectively the "Interested Parties"), hereby submit
3 the following Objection to the Professional and Attorney Fees submitted as claims in this case.

4 **I.**

5 **PRELIMINARY STATEMENT**

6 We are Interested Parties who are concerned about the cost of this bankruptcy case to unsecured
7 creditors, LLC's and LLC Members all of whom are suffering financially from the aftermath of this
8 case. On April 22, 2009 Century Drive Mobile Home Park, LLC filed a proof of claim¹ with the
9 Court for \$585,584.68 (Exhibit A) representing shareholders' share of proceeds from a 7/31/08 sale
10 of 20.17% of the property to Jim Hull via a Tenant in Common Agreement. Checks were written
11 directly to Inland Capital Corp (debtor's affiliated lending company). Pursuant to the Century's
12 operating agreement, capital contributions were required to be made to cover the \$80K per year of
13 negative cash flow arising from distribution of these funds without paying down the related debt
14 associated with this sale.

15
16 We are Interested Parties who don't understand how the actions of the Trustee, i.e. no cooperation²,
17 no communication, and conducting activities that violate our operating agreements are able to

18 _____
19 ¹ There has been no objection filed in relation to this claim, a claim that if not paid back to Century will ultimately result in foreclosure of the
20 property and Hull losing the \$900K in cash he used to purchase his portion of the property subject to the debt. Hull is a 69 year old man left with
21 nothing but social security and minimal savings due to the fallout of this case. Instead of getting his share of the profits from the park, he is
22 foregoing the money and working for free to keep the park out of foreclosure.

23 ² Studebaker informed the Kevin Padrick, Senior Principal of Obsidian Finance Group, LLC about this situation on February 12th at his
24 presentation to a small group of interested parties, including the shareholder's and Terry Vance the Chief Restructuring Officer at the time. In the
25 spirit of cooperation Studebaker emailed all the information she had on the company to Obsidian. Until recently, Hull and Studebaker as co-owners
26 and managers of Century have received no response or communications back from the Trustee. On June 23, 2009 David Aman of Tonkon Torp,
27 LLC acting as the Trustee's legal counsel emailed a response to LLC's attorney, Robert Opera , enclosing "copies of memoranda of action of the
28 members of both Klondike and Century, removing the current managers of those companies and appointing the Trustee as the manager of each

1 create value for the estate. We believe these actions are a wanton waste of time and money, which
2 increase legal and professional fees and decrease the assets in the estate, while increasing estate
3 liabilities.

4
5 We have thoroughly reviewed the claims submitted by Obsidian Finance Group, LLC (“Obsidian”)
6 - Claim 119-1 for \$184,732.43, as financial advisor to debtor; Kevin Padrick’s (“Padrick”) – Claim
7 120-1 for \$469,599.39 as Trustee; and Tonkon Torp, LLC’s (“Tonkon Torp”) – Claim 117-1 for
8 \$267,899.40 as Padrick’s legal counsel (Exhibit J). Total legal and professional fees being claimed
9 due to the Trustee’s activity in the case are already \$922,231.22. These professionals are charging
10 approximately \$185K PER MONTH to manage the affairs of this estate. At this rate the creditors
11 could rack up attorney and professional fees over the 5 year term of approximately \$11.1
12 MILLION. These Trustees fees are completely disproportionate to the amount of liquidation
13 proceeds totaling \$9,450 which include \$7,650 of proceeds from furniture and equipment, and
14 \$1,800 of miscellaneous (Exhibit B, pg 4), resulting in liquidating proceeds of less than 10K for a
15 cost of almost \$1 Million. The Trustee’s involvement in this case has only resulted in a return to
16 the estate of only a miniscule 0.09%/month. THAT MEANS, FOR EVERY \$1 PAID BY THE
17 CREDITOR’S TO THE PROFESSIONALS, THEY RECEIVE 1 PENNY PER YEAR WORTH
18 OF BENEFIT.

19 **GROUND FOR THIS OBJECTION ARE PURSUANT TO 11 U.S.C § 330**

20 In determination of the amount of REASONABLE COMPENSATION to be awarded to a Trustee
21 under Chapter 11, or professional person, the Court shall consider the nature, the extent, and the
22 value of such services, taking into account all relevant factors. The Court SHALL NOT ALLOW
23 compensation for services that were not, reasonably likely to benefit the debtor’s estate.

24 **II.**

25
26 company.” In this same email, the “Trustee, acting as manager of both Klondike and Century” notified Opera that he was “terminated as legal
27 counsel for either company, effective immediately” (Exhibit).
28

1 **SUMMARY OF MATERIAL FACTS**

2 **FUNDAMENTAL OBJECTIONS**

3 **A. WE OBJECT TO THE TIME SPENT IN GETTING THE JOB OF TRUSTEE.**

4 1. Pursuant to Obsidian's engagement (Exhibit C) by Summit Accommodator's Inc.
5 "to provide financial advisory and consulting services", Obsidian submitted Claim
6 119-1 for \$184,732. At least \$48,100 (Exhibit D) of the charges represent, in
7 substance, time spent trying to obtain the Trustee's job. Kevin Padrick ("Padrick"),
8 senior principal of Obsidian and Obsidian (the company) are the only parties who
9 benefited from the services performed from 12/18/2008 through Padrick's
10 appointment as Trustee on 2/18/09. The CRO did not approved these services
11 (Exhibit E) and these services bear no reasonable relation to Obsidian's engagement
12 to assist the CRO and debtor to increase the return payable to the debtor's estate.

13 2. On February, 11, 2009, a hearing was held regarding a motion to replace Vance as
14 CRO. At this hearing Studebaker questioned what Obsidian and/or Padrick had
15 going on with the creditors' committee to get them to approve his excessive cost for
16 professional fees and a commission of 15%. The creditors have not yet seen how
17 this high commission rate would deplete the estate because only \$9K has been
18 brought in by the Trustee and Obsidian's services. Court responded that
19 "...Obsidian made an effective presentation to them, they were happy with the
20 professional competence and strategic ideas that Obsidian presented" and that
21 "...any compensation to Obsidian would be subject to the approval of the court
22 based on a reasonableness determination and creditors and other Interested Parties
23 would have an opportunity to object to them getting anything." Studebaker
24 explained that the shareholders, in this case, had not had an opportunity to review
25 the presentation. The Court instructed Padrick to give the presentation to the
26 shareholders and the US Trustee. The next day Vance, Studebaker, the 4
27 shareholder's and one spouse gathered at Summit's old office for a presentation
28 lasting approximately 2 hours. One relevant question posed to Padrick at this

1 Presentation regarding the engagement for services, was by Tim Larkin ("Larkin").
2 Larkin said that when they originally met with Padrick back in December, there
3 were several things Obsidian put forth they could do for the shareholders...move
4 quickly, engage the insurance companies almost immediately, and work fast enough
5 perhaps so they could preserve some exchanges. At that time, the 45-day date
6 (exchanger deadline on identification of replacement properties) had not passed.
7 The shareholders spent a week or so putting together all of the information they
8 could with hopes this thing would move forward quickly. Larkin said, "We're seeing
9 absolutely no results that you put forth you were going to bring to the table... We
10 have put out \$100,000 (Obsidian's retainer) of exchanger money, essentially, and
11 we're seeing nothing from it..." Padrick's said Obsidian started working on all the
12 mitigation strategies and were told "stop, don't do that". So they stopped. **They**
13 **were told they couldn't present that information to the creditors, so they**
14 **didn't.** Padrick claimed that is was at the request of Vance that they ended up
15 meeting with the creditors' committee, but Vance interrupted by sternly stating that
16 **he never instructed Obsidian specifically to go to the creditors' committee.** To
17 this date, Padrick has not provided any of the attendees of this presentation with the
18 name of the person who sent him to meet with the Creditors' Committee.

19 In the engagement, Obsidian was charged, in part, to facilitate exchanges,
20 but did nothing. By reason of Obsidian's failure to perform under the terms of the
21 retainer agreement, the claims related to adverse tax consequences from
22 incompleteness of exchanges mounted substantially to the detriment of the creditors.
23 These tax claims are hard to measure and can be in the **MILLIONS OF**
24 **DOLLARS.**

25 These monies brought ABSOLUTELY NO BENEFIT TO THE
26 CREDITOR'S. Obsidian's failure to perform under the terms of their original
27 engagement resulted in a slowdown of progress in the case which increased claims
28 significantly as exchangers missed all sorts of crucial exchange deadlines. Time

1 spent to prepare for and make presentation(s) to the Creditor's Committee to the
2 detriment of the CRO and without his instruction (Exhibit E), were in violation of
3 both the terms and the intent of Obsidian's engagement and it would be
4 unconscionable to compensate them for time spent to breach their own obligations.
5 § 330 does not allow for professional fees relating to breaching engagements, giving
6 privileged information to parties in direct conflict of interest, and landing a job as
7 Chapter 11 Trustee.

- 8 **B. WE OBJECT TO THE OBSCENE AMOUNT OF COMPENSATION PAID TO A**
9 **TRUSTEE FOR SIMPLY TRANSFERRING \$5.4 MILLION DOLLARS FROM**
10 **THE DEBTOR'S BANK ACCOUNT TO THE LIQUIDATING TRUST.** (Exhibit B)
11 Claim 120-1 is based on the Trustee's limitation of, essentially, 3% of the money already
12 sitting in the Summit bank accounts. THAT EQUATES OUT TO \$164,048 FOR SIMPLY
13 CHANGING BANK ACCOUNTS. In determining the amount of reasonable
14 compensation, the Court shall consider the nature of the services (essentially a bank
15 transfer) as it relates directly to the compensation awarded to a Trustee pursuant to § 330(3).
- 16 **C. WE OBJECT TO ALL THE FEES RELATED TO TIME SPENT BY TRUSTEE**
17 **AND HIS LEGAL COUNSEL VIOLATING AND/OR BREACHING LLC**
18 **OPERATING AGREEMENTS, SEIZING THIRD PARTY BANK ACCOUNTS,**
19 **SENDING MASS NOTICES UNDER FALSE AUTHORITY TERMINATING LLC**
20 **MANAGERS AND THEIR COUNSEL, CLAIMING AND FILING DOCUMENT(S)**
21 **WITH THE OREGON CORPORATION DIVISION WITHOUT THE CONSENT**
22 **OF THE LLC'S MEMBERS CAUSING FUTURE CLAIMS AND LEGAL COSTS**
23 **TO THE ESTATE.** THE TRUSTEE IS SEEKING GOVERNING RIGHTS³ THAT ARE

24
25
26 ³ According to Oregon law, the Trustee has recourse only to the shareholders' "economic interests" in the LLCs. The Trustee will not become a
27 member in any of the LLCs (unless all other members of an LLC consent), and he will not have any right to participate in governance of the LLCs.
28 See, O.R.S. 63.259 ("Rights of judgment creditor against member. On application to a court of competent jurisdiction by any judgment creditor of a

1 NOT AUTHORIZED UNDER APPLICABLE STATE LAW. See **Exhibit F** for a detailed
2 recap of numerous actions, including taking governing rights away from the managers of
3 Century and Klondike⁴, by the Trustee and Tonkon Torp that ultimately result in more legal
4

5 member, the court may charge the membership interest of the member with payment of the unsatisfied amount of the judgment with interest. To the
6 extent so charged, the judgment creditor has only the rights of an assignee of the membership interest.

7 Outside the Courtroom, prior to the April 30th, 2009 hearing, Opera, counsel for the LLC's included as Interest Parties told the Trustee's
8 counsel, Aman, that he was appearing on behalf of the LLC's just to make sure the only interests the Trustee was asking for was the economic
9 interests' of the shareholders. Aman said that was all the Trustee was asking for. Opera said that he had a conversation with Leon Simson
10 ("Simson) of Tonkon Torp that led Opera to believe the Trustee was going after governing rights. Aman said, "That too."

11 Inside the Courtroom, Opera told the Court he was appearing on behalf of the LLC's just to make sure the only interests the Trustee was
12 asking for was the economic interests' of the shareholders only. The Court said that was all the Summary Judgment Motion was asking for. The
13 Court asked Aman if that was correct? Aman said the Trustee was only asking for the rights of the shareholders.

14 Opera raised with the Court the LLCs' concerns regarding the substantive relief sought by the Trustee. The Court indicated that it would
15 not, and could not, do anything to impair the rights of the LLC's.

- 16
- 17 1. ⁴ Section 8.1 of the operating agreement provides that any transfer of a member's interest in Century and Klondike Point, LLC
18 ("Klondike") (both have identical provisions) is "prohibited," and that no member may transfer his interest in these LLC's.
19 Section 8.3.1 of the Operating Agreement provides that the transferee of a member's interest will not be admitted as a substitute member
20 without the unanimous written consent of the non-transferring members. Such consent has not been obtained by the Trustee, and will
21 not be given either by Studebaker or by Hull or Barbara Tyler (manager of Klondike).
- 22 2. Oregon law is clear that the shareholders' transfer of their interests to the Trustee allows the Trustee to have recourse only to the
23 members' economic interests in Century, and that the Trustee does not become, as a result of such transfer, a member in these LLC's or
24 obtain any right to participate in the governance of these LLC's. See, O.R.S. 63.259. The Trustee has no greater rights with respect to
25 these LLC's, or any other LLC interest he receives than he has under the operating agreement and under applicable Oregon law. See,
26 Butner v. United States, 440 U.S. 48 (1979).
- 27 3. Pursuant to the both Century's and Klondike's operating agreements the Trustee is not entitled to vote as a member of Century, and is
28 not entitled to exercise any management rights under the Operating Agreement. Governing Oregon law is consistent with this result.

1 fees to the estate with little to no benefit to the creditors. Claims 120-1 and 117-1 represent
2 services rendered for the sole purpose of knowingly and recklessly violating the terms of
3 numerous LLC operating agreements. Padrick has taken actions which bear no connection
4 to increasing the creditors' return, and which have caused substantial damage to innocent
5 third parties and reduced the value of the estate assets in the process. This has caused LLC
6 members to take defensive stances and delayed progress putting many of the estate's real
7 properties on the market as they come dangerously close to foreclosure. The Trustee has
8 made no attempt to make LLC capital contributions which would help pay debt service and
9 maintenance costs to keep properties in a saleable condition. In many cases, LLC Members
10 and other third parties⁵ have been footing the bills and servicing the debt to keep their
11

12
13 ⁵ If even minimal professional fees are charged for these communications, they are too much in relation to the benefits being recovered in
14 the case.

15 In early February, Vance emailed Ewan Rose, Ryan Norwood, and Sussman

16 "To whom it may concern,

17 I have asked Rich to fax a copy of the loan docs and the other items necessary to complete the transaction for him to receive the rights to
18 his house that he has the mortgage on. This shouldn't be a difficult transaction to complete since there does not seem to be any equity
19 that the creditors committee should be worried about. Rich's attorney can provide additional information if needed. Please let me know
20 if you have any questions that will get this thing moving."

21 Richard and Linda Gross never received communication back from Vance's above request. On April 22, 2009, the Grosses attorney emailed a
22 proposal that showed there is no equity, explained that the debt obligation is in the Grosses name, and the property has a negative monthly carrying
23 cost of \$1,739.41 (Exhibit). Since the loan has an adjustable interest rate it would be beneficial to refinance the property, but the Grosses cannot
24 refinance loan or short sale the property until the Trustee releases it. This is a single family house that is upside down and has an adjustable
25 mortgage. How would delaying the response on this transaction be in the best interest of the creditors and/or the Grosses? Vance stated that it
26 shouldn't be a difficult transaction on February 4, 2009, but now we are 5 months later with no resolution. In the meantime, the Grosses have had
27 to cover the negative carrying costs over these past 5 months which total approximately \$8,697.05. The Trustee's delay has caused the fair market
28 value of the property to decrease to approximately \$33,000 below what is owed to the bank.

1 investment and their credit sound. Obsidian has also spent significant time on real
2 properties that have negative equity. How are these services reasonable or likely to benefit
3 the debtor's estate pursuant to § 330(4) (ii) (I)?

4 **D. WE OBJECT TO THE UNNECESSARY DUPLICATION OF SAME SERVICES**
5 **BEING PERFORMED DUE TO MULTIPLE IN-HOUSE CONFERENCES AND A**
6 **STAGGERING AMOUNT OF CONFERENCES WITH TRUSTEE'S LEGAL**

7 **COUNSELS**. The Court shall not allow for compensation of unnecessary duplication of
8 services pursuant to § 330(4)(i).

- 9 1. There are excessive in-house conferences among Obsidian's professional group.
10 **Obsidian's fees related to in-house meetings amounts to be approximately**
11 **\$97,300** (Exhibit G).
- 12 2. There are excessive conferences between Obsidian's professional group and Tonkon
13 Torp's attorneys as counsel to Obsidian. An estimate of the charges related to these
14 conferences was difficult to determine due to the many redactions included in
15 Tonkon Torp's fee application. Our best efforts determine the amounts to be
16 approximately **\$93,720** (Exhibit H)
- 17 3. There are excessive fees from 3 layers of highly compensated professional services
18 relating to the finalization of reverse exchanges. The 3 layers of services include
19 work done by Sussman Shank LLP ("Sussman") totaling \$63,226, work done by the
20 Trustee totaling \$78,870, and the work done by Tonkon Torp \$9,829 (Exhibit I). An
21 analysis of the fees charged by these professionals for completing ONLY HALF of
22 the exchange transactions shows the professionals charging for 15 exchanges an
23 average of \$7,397 to complete the SECOND HALF of the exchange. The Trustee
24 could have contracted with a reputable Qualified Intermediary with practical
25 exchange experience for substantially less fees. A common charge for an entire
26 reverse exchange transaction is approximately \$3,500 per exchange, so ½ would be
27 approximately \$1,750 per exchange. The cost to the estate would approximate
28 **\$26,250** (\$1,750*15) based on the customary compensation charged by comparably

1 skilled practitioners pursuant to § 330(F). The charges for exchanges in this case
2 total \$151,925(Exhibit I). This is approximately \$125,675 more than what is
3 reasonable.

4 **E. WE OBJECT TO CLAIM 120-1 BECAUSE IT IS IMPOSSIBLE TO DETERMINE**
5 **IF THE COMPENSATION IS REASONABLE PURSUANT TO § 330.**

6 1. A preliminary analysis of the Obsidian's entries for services in this claim related
7 to conferences and meetings indicated 335 possible DISCREPANCIES (Exhibit K)
8 between professionals at Obsidian, Tonkon Torp, Perkins Coie, LLP, and Sussman.
9 The majority of discrepancies were among the conferences between the
10 professionals at Obsidian. Based on the discrepancies found in just matching
11 conferences and meetings, we believe a thorough investigation of Obsidian's time
12 would uncover many additional discrepancies.

13 2. Obsidian's bills are vague, and included TONS of discrepancies. A comparable
14 professional in the case (Sussman) provided bills with detail making it easy to
15 determine the work performed related to time spent.

16 **F. WE OBJECT TO THE AGGREGATE AMOUNT OF PROFESSIONAL AND**
17 **ATTORNEY FEES RELATIVE TO THE MINISCULE RECOVERY OF ASSETS**
18 **ATTRIBUTABLE TO THE TRUSTEE.**

19 1. The Trustee's claim 120-1 is based on total services and reimbursable expenses
20 of \$858,793.80 for the time period 2/18/09 through 5/12/09. The Trustee's
21 compensation is limited by a sliding percentage scale limiting the above fees by
22 disbursements. Total disbursements include \$138,584 attributable to operating
23 expenses, \$8,904,503 attributable to exchanger distributions, and \$5,468,264 for
24 changing bank accounts. The Trustee's compensation is limited by the sum of these
25 disbursements, \$14,511,350.44. The limitation is approximately 3.2% of these
26 disbursements or \$469,599.39 (Claim 120-1). **The \$14.5 Million is made up of**
27 **mostly money that was in the bank account when debtor declared bankruptcy**
28 **and property liquidations, of which approximately \$753K of net proceeds from**

1 real properties sold during the 2 months of Vance's tenure as CRO. The
2 Trustee's efforts in the case have resulted in only 10K of net proceeds from
3 assets sold during 4 months of Padrick's tenure as Chapter 11 Trustee.
4 Padrick has yet to sell any real properties. Vance's Claim for fees total
5 \$89,827.41. Accordingly, the return on fees during Vance's tenure averaged 419%
6 per month. The return on fees during Padrick's tenure averaged 0.5% per month.
7 The fees in this case are exorbitant compared to the results of asset sales. The
8 billing and time reports show almost no time spent on sales of real estate. The
9 Trustee has spent barely any time on valid fair market offers that if he would have
10 attended to and/or accepted instead of ignoring and rejecting would have produced
11 approximately \$902,851 (Exhibit M) in liquidating proceeds to the estate.
12 2. Approximately \$111,395 (Exhibit N) of the professional and attorney fees is for
13 committing WRONGFUL ACTS related to violating provisions in LLC operating
14 agreements, taking money from LLC checking accounts without warning and
15 without following the provisions of the operating agreement, filing document(s)
16 with the Oregon Corporation Division under false authority (Civil Misdemeanor),
17 and taking governance rights from LLC's where governance rights do not exist
18 under the LLC operating agreements. Although, these fees are small in comparison
19 to other figures mentioned hereinabove, these actions have caused considerable cost
20 and damage to innocent third parties and no gain for the estate. To compensate
21 Obsidian, Padrick, and Tonkon Torp for their services performed in these matters is
22 unconscionable and wanton waste of assets of the estate.
23 3. Office furniture originally costing \$284,975 (Exhibit O) was essentially given
24 away. The furniture was in excellent condition as almost all was purchased in recent
25 years. The various professionals charged over \$4,257 (Exhibit P) resulting in a sale
26 of all furniture for ONLY \$7,650 netting the estate a paltry \$3,393. Will Obsidian's
27 15% commission also be charged on the \$7,650? Wouldn't that be duplication of
28 fees which the Court shall not allow pursuant to § 330(4) (i)?

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III.
CONCLUSION

Based on the foregoing facts and discussion the Interested Parties hereby object to the fee requests submitted by Padrick, Obsidian, and Tonkon Torp on the following grounds pursuant to 11 U.S.C § 330 in determining whether the compensation is reasonable, for economy in administration is the basic objective. The compensation awarded to a Trustee under Chapter 11 and other professional persons is for actual necessary services, based on the time spent, the nature, the extent and the value of the services rendered, and the cost of comparable services in nonbankruptcy cases. There is inherent a “public interest” that “must be considered in awarding fees. The fees in bankruptcy cases can be quite large and should be closely examined by the Court. The professional and attorney fees in this case are extremely high and disproportionate to the value of the services performed.

a.) § 330 does not allow for professionals to reap the rewards for implementing a deal that had already been struck with the Vance as CRO of the debtor’s estate by breaching engagements, giving privileged information to parties in direct conflict of interest, and landing a job as Chapter 11 Trustee. The services bear no reasonable relation to Obsidian’s engagement to assist the CRO and debtor to increase the return payable to the debtor’s creditors.

b.) In determining the amount of reasonable compensation, the Court shall consider the nature of the services as it relates directly to the compensation awarded to a Trustee and the value of such services pursuant to § 330(3).

i) The Trustee’s actions have delayed exchanges increasing the claims in the case.

ii) By ignoring and rejecting valid fair market value offers, the Trustee and his team of professionals, Obsidian and Tonkon Torp have cost the estate approximately \$902,851 (Exhibit M) and a high likelihood of

1 additional legal and professional fees further depleting the estate of its
2 already declining value.

3 iii) The Trustee's efforts to obtain compensation based on approximately
4 3% or \$469K of, essentially, what was in the estate when he was
5 appointed Trustee. The creditor's are expected to pay close to ½ A
6 MILLION DOLLARS for an BANK TRANSFER (representing the
7 majority of the Trustee's compensation), proceeds for liquidating assets
8 approved by Vance during his 2 month tenure as CRO, and for selling
9 brand new office furniture costing \$285K at a HUGE DISCOUNT –
10 Sold for \$7,650 less Padrick's fees of \$4,257 for a net benefit to the
11 estate of only \$3,393.

12 iv) Pursuant to §330 (3) (F) Professional and attorney fees should be
13 reasonable based on customary compensation paid to other qualified
14 professionals, such as Qualified Intermediaries.

15 The debtor's shareholders have always been willing, since day one in the case, to make an
16 assignment of certain interests' in assets that are outside the estate to the estate, so it should not
17 have cost over \$2 MILLION in professional fees to get the shareholders to assign their interests' to
18 the estate. Over \$100,000 in attorney fees have been spent by Interested Parties defending their
19 rights as they relate to the fallout of this case resulting in further devaluation of the estate. These
20 amounts are still absent of attorney fees paid to outside counsel for the debtor and the creditors'. **If**
21 **the debtor's were already willing to assign their interests, why are the fees so horrendous?**

22
23 V.

24 WRITTEN REQUEST FOR A HEARING

25
26 It is obvious the Trustee's plans are not to work with the Interested Parties regarding their
27 investments. There are approximately 106 Interested Parties whose rights have been negatively
28 affected by this Trustee's twisting of the Motion for Partial Summary Judgment Regarding Ninth

1 Claim for Relief for Turnover Pursuant to 11 U.S.C. § 542 by exceeding the powers and rights
2 granted to him by this Court order. The other Interested Parties are not objecting, due to their fear
3 of the Trustee and the actions he may take in retaliation of the objection. There are approximately
4 100 1031 Exchangers losing their money due to the high costs on professional and attorney fees.
5 The 1031 Exchangers are individuals/entities involved in real estate that have been devastated by
6 the collapse of the real estate market across the Country. The Interested Parties, likewise, are
7 suffering the same, but even more magnified because the majority resides in Central Oregon which
8 has been devastated by this decline in real property values of approximately 50% of what they were
9 a year ago and are continuing to decline. The dollar amounts described hereinabove are in the
10 millions. The Interested Parties (who had nothing to do with debtor's bankruptcy) and 1031
11 Exchangers are more than likely suffering from this financial loss and will continue to until the
12 situation is resolved.

13 With respect, that it is clear, the Trustee intends on using this Court's order to BULLY, TRAMPLE
14 and assume management rights of 106 Interested Parties (Exhibit Q) by seizing company funds
15 without warning, threatening 2004 Examinations, ignoring offers and LLC member rights, listing
16 properties for sale under false authority, notifying renters to send rent checks to the Trustee instead
17 of the company to which they belong is BLATANTLY IMPROPER, A WASTE OF ESTATE
18 CASH RESERVES, AND CREATES POTENTIAL LIABILITY TO THE ESTATE. The
19 LLC's efforts to engage in dialog with the Trustee have been largely ineffective. The LLC's
20 assets primarily consist of real properties that continue to decrease in value due to Bend's
21 downturn in their real estate market. The LLC members are doing their best to preserve the
22 interests.

23
24 **TO EFFECTIVELY RESOLVE THE DISPUTES WITHOUT FURTHER REDUCING THE**
25 **INVESTMENTS OF THE 1031 EXCHANGERS, RELATIVE TO THE COURT ORDER,**
26 **WE SUGGEST STRONGLY THAT BEFORE ESTATE LIABILITIES INCREASE DUE**
27 **TO THE TRUSTEES ACTIVITIES, THE COURT APPOINT A MEDIATOR TO**
28 **RESOLVE THE DISPUTES OF THE 106 INTERESTED PARTIES.**

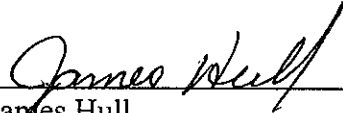
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The Interested Parties do hereby request a hearing on this Objection to Professional and Attorney Fees as this Objection is being timely filed within 20 days of the Notice Re Order Confirming Chapter 11 Plan, and Appropriate Injunction, and Discharge.

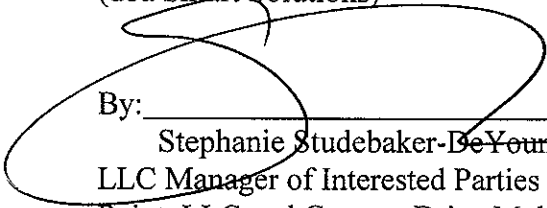
Respectfully Submitted,

DATED: July 2, 2009

INTERESTED PARTIES

By: 
James Hull
LLC Manger for Interested Party Century Drive Mobile Home Park, LLC

By: 
Mark Knowles
Principal for Unsecured Creditor XIGG, LLC (dba Smart Solutions)

By: 
Stephanie Studebaker-DeYoung
LLC Manager of Interested Parties Klondike Point, LLC and Century Drive Mobile Home Park, LLC

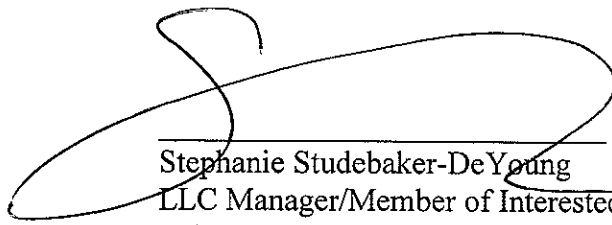
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CERTIFICATE OF SERVICE

I certify that, on the date set forth below, copies of this OBJECTION TO ATTORNEY & PROFESSIONAL FEES OF OBSIDIAN FINANCE GROUP, LLC; TRUSTEE, KEVIN PADRICK; AND TONKON TORP, LLC AND WRITTEN REQUEST FOR A HEARING was served by electronic notice upon the following:

- DAVID S AMAN david.aman@tonkon.com,
mary.costanzo@tonkon.com
- HALE B BJERK haley.bjerk@tonkon.com,
kellie.weber@tonkon.com
- PAUL R BOCCI paul.bocci@gmail.com, prblaw@yahoo.com
- STEVEN T BOYKE steve@boykelaw.com
- SUSAN S FORD susanf@sussmanshank.com,
ecf.susan.ford@sussmanshank.com
- JOHNSTON A MITCHELL johnstonlaw@comcast.net,
coers@comcast.net
- ROBERT R OPERA sconnor@winthropcouchot.com,
pj@winthropcouchot.com; ropera@withropcouchot.com
- SHAWN P. RYAN shawn@sryanlaw.com,
samantha@sryanlaw.com
- LEON SIMPSON leon.simpson@tonkon.com,
laura.lindberg@tonkon.com; shannon.sullivan@tonkon.com
- JEANETTE L THOMAS JThomas@perkinscoie.com,
etherrien@perkinscoie.com; docketpor@perkinscoie.com

Dated: July 2, 2009



Stephanie Studebaker-DeYoung
LLC Manager/Member of Interested Parties Klondike
Point and LLC and Century Drive Mobile Home
Park, LLC

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.		
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: \$ _____		
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: \$ _____		
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!!		
		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 #2500, Eugene OR 97401.)

CLERK US BANKRUPTCY COURT
DISTRICT OF OREGON

'09 APR 22 AIO:10

LODGED _____ REC'D _____
PAID _____ DOCKETED _____

**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.*

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
 1587 SW Chandler, Suite 101
 Bend, OR 97702
 541-388-8468

1701 N 6 Third St
 Bend, OR 97701
 541-330-1701

DATE 08/22/2008

1-120

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 - 75man share

88-6017-1232

⑆12320601⑆ 1202011682⑈1121

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

Century Drive Mobile Home Park, LLC
 1587 SW Chandler, Suite 101
 Bend, OR 97702
 541-388-8468

1701 N 6 Third St
 Bend, OR 97701
 541-330-1701

DATE 08/22/2008

1-121

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 - 75man share

88-6017-1232

⑆12320601⑆ 1202011682⑈1121

EXHIBIT A

**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

Page 1 of 1

Century Drive Mobile Home Park, LLC

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 I*.

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 I, 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).

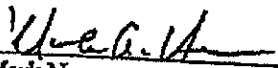
4.1 Number and Qualifications of Manager(s). The Company shall be managed by Manager(s). The number of Manager(s) shall be the number elected by the Members from time to time, but shall not be less than one. Manager(s) may be individuals or entities, and need not be Members of the Company. The initial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

Page 4 of 4
Century Drive Mobile Home Park, LLC


EXHIBIT A

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



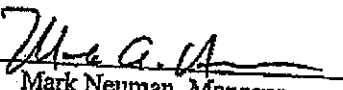
Brian Stevens



Tim Larkin



Stephanie Studébak
Neuman Family, LLC

By: 

Mark Neuman, Manager

Exhibit B

Case 08-37031-rld11 Doc 439 Filed 06/16/09

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re)	Case No. <u>08-37031-rld11</u>
Summit Accommodators, Inc., dba)	
Summit 1031 Exchange)	CHAPTER 11 TRUSTEE'S
)	FINAL ACCOUNT RE
)	CONFIRMED, CONVERTED,
)	DISMISSED, OR
Debtor(s))	TRANSFERRED CASE

I, Kevin D. Padrick, the undersigned, was appointed a Chapter 11 trustee in this case on 2/17/09, and certify under penalty of perjury that:

1. On 5/12/09, this case was (check one):

- Confirmed.
- Converted from a Chapter 11 to a Chapter _____.
- Dismissed.
- Transferred to another office/district.

2. A detailed itemization of my receipts and disbursements as Chapter 11 trustee is attached. I collected a total of \$ 762,982.99, disbursed a total of \$ 9,043,086.21, and turned over the balance of \$ 5,468,264.23 to Kevin Padrick, Trustee, who is the Liquidating Trustee, Summit Accommodators Liquidating Trust (e.g., Chapter 7 trustee)


3. Attached is the final financial report as required by LBR 2015. Also attached are any previously unfiled monthly Fed. Bankruptcy Rule 2015 financial reports from at least the date of my appointment through the date of dismissal, conversion, transfer or confirmation (whichever is earlier).

4. I will file a timely proof of claim to assert any claim for a commission or out-of-pocket expenses incurred in this case. I will file a timely proof of claim for allowances as an administrative expense.

5. On 6/16/09 copies of this final account were mailed to any successor trustee, the U.S. Trustee, the debtor(s), and any debtor(s)' attorney.

I hereby request this final account be approved and I be discharged from my trust.

DATE: 6/16/09



 Trustee

EXHIBIT B

Disbursement Summary:

February 2009	\$	0.00
March 2009	\$	4,531,014.44
April 2009	\$	3,725,259.95
May 1 – May 26, 2009	\$	<u>6,255,412.06</u>

Total		<u>\$14,511,686.45</u>
-------	--	------------------------

25% for the 1 st	\$	5,000.00	\$	1,250.00
10% for the Next	\$	50,000.00	\$	4,500.00
5% for the Next	\$	1,000,000.00	\$	47,500.00
3% for the Next	\$	<u>13,511,686.45</u>	\$	<u>405,350.59</u>

Totals		<u>\$14,511,686.45</u>	\$	<u>458,600.59</u>
--------	--	------------------------	----	-------------------

Plus Reimbursable Expenses \$ 10,998.80

Equals Total Claim \$ 469,599.39

Exhibit B

Case 08-37031-rld11 Doc 439 Filed 06/16/09

The Estate of Summit Accommodators

Summary Receipts-Disbursements

	February	March	April	May	Total Kevin Padrick
Form 2015	\$ 81,588.32	\$ 4,531,014.44	\$ 3,725,259.95	\$ 6,255,076.05	
Kevin Padrick					
Reported Distributions	\$ -	\$ 57,361.71	\$ 40,010.79	\$ 41,211.16	\$ 138,583.66
Operating Distributions	\$ -	\$ 4,473,652.73	\$ 3,685,249.16	\$ 745,600.66	\$ 8,904,502.56
Exchange Distributions	\$ -	\$ -	\$ -	\$ 5,468,264.23	\$ 5,468,264.23
Transfer to Liquidating Trust	\$ -	\$ 4,531,014.44	\$ 3,725,259.95	\$ 6,255,076.05	\$ 14,511,350.44
Kevin Padrick Total Distributions	\$ -	\$ -	\$ -	\$ -	\$ -

Note - The following operating items have been distributed by the Estate of Summit Accommodators since the May 2015 report:

\$ 199.15	Paychex May Monthly Dues
\$ 1,115.33	Paychex Tax Payment
\$ 367.95	Oregon Payroll Taxes
\$ 1,173.31	Accrued Payroll
<u>\$ 2,855.74</u>	

	February	March	April	May	Total Kevin Padrick
Form 2015	\$ 49,548.69	\$ -	\$ 300.00	\$ 9,150.00	
Kevin Padrick					
Reported Deposits	\$ -	\$ -	\$ -	\$ 9,150.00	\$ 9,450.00
Receipts Deposited	\$ -	\$ -	\$ -	\$ 753,532.99	\$ 753,532.99
Property Liquidation	\$ -	\$ -	\$ 300.00	\$ 762,682.99	\$ 762,982.99
Kevin Padrick Total Receipts	\$ -	\$ -	\$ 300.00	\$ 762,682.99	\$ 762,982.99

Note - Receipts do not include interest income

Exhibit B

Case 08-37031-rld11 Doc 439 Filed 06/16/09

The Estate of Summit Accommodators

Receipts

Date	Receipt Deposited	Amount
4/17/2009	MC Escrow Trust check	\$ 300.00
5/5/2009	MC Escrow Trust check	\$ 1,500.00
5/15/2009	MC Sale proceeds from furniture/equip sale	\$ 7,650.00
		<u>\$ 9,450.00</u> SALES APPROVED BY OBSIDIAN

Date	Property Liquidation Proceeds	Amount
5/8/2009	Escrow 1345 NW Wall	\$ 60,820.59
5/13/2009	FST AM TR CO SANA	\$ 821.14
5/14/2009	FST AM TR CO SANA	\$ 692,091.26
		<u>\$ 753,532.99</u> SALES APPROVED BY TERRY VANCE

Exhibit C



PRIVATE & CONFIDENTIAL

December 18, 2008

Summit Accommodators, Inc.
C/O Ms. Susan Ford
Sussman Shank LLP
1000 SW Broadway
Suite 1400
Portland, Oregon 97205

Re: Retention of Obsidian Finance Group, LLC

Dear Sirs:

1. Introduction

This letter confirms that Obsidian Finance Group, LLC ("Obsidian"), has been retained by Summit Accommodators, Inc. (the "Company") to provide certain financial, advisory and consulting services (the "Services") to the Company. The scope of our services is set out below. As used herein, "you," "your" and related terms will refer to the Company; "we," "ours" and "us" and related terms will refer to Obsidian.

We understand that a Chief Restructuring Officer ("CRO") will be appointed for the Company and that the CRO will have full authority to make decisions on behalf of the Company.

This letter of engagement (the "Engagement") and the attached Schedules A and B constitute the entire engagement agreement (the "Agreement") pursuant to which such Services will be provided.

2. Scope of Services

The scope of services to be performed will be related to assisting the Company in its restructuring efforts and other services that the Company requests from time to time. The Services, which are more fully outlined on Schedule A, are subject to change by mutual agreement.

Obsidian is engaged by the Company to provide financial advisory and consulting services only. Accordingly, while Obsidian may from time to time suggest options that

10260 SW Greenburg Road, Suite 1150, Portland, OR 97223
Voice: 503-245-8800 • Fax: 503-245-8804 • www.obsidianfinance.com

Exhibit C

December 18, 2008

Page 2

may be available to the Company and further give its professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with the Company.

3. Fees and Expenses

As compensation for providing Services hereunder, the Company shall pay Obsidian professional fees based on an hourly rate schedule and the level of staff required to complete our Services plus reasonable out-of-pocket expenses.

Our current hourly rate schedule is set forth on Schedule B.

Company agrees to pay to Obsidian a retainer of \$100,000 to be credited to the professional fees and expenses to be incurred by the Company under this Engagement. The retainer will be paid immediately on execution of Agreement. It is refundable to the extent not required to pay professional fees and expenses.

Obsidian has discussed with you the possibility of modifying our fee arrangement from one based on hourly rates to an alternative arrangement where, for example, Obsidian would agree to reduce their hourly rates by a percentage in exchange for a success fee based on the achievement of planned objectives. At this time we are unable to determine if an alternative fee arrangement is appropriate. We will discuss this concept with you as the engagement progresses.

Our hourly rates are adjusted from time to time. You will be informed in advance of the effective date of such new rates. Obsidian services will be charged at the rates that are in effect at the time the services are rendered.

The Company agrees to reimburse Obsidian for reasonable out-of-pocket expenses that are likely to be incurred on the Company's behalf during this Engagement, including, but not limited to, airfare, meals and hotel accommodations and other similar costs and expenses all in accordance with the limitations on such expenses under the U.S. Trustee Guidelines. Obsidian will not charge any markup, overhead, profit or other fees on the reimbursable expenses. Expenses will be billed in conjunction with our monthly professional fee statements.

4. Limitations on Services

While Obsidian's employees are professionals – including attorneys and certified public accountants – Obsidian is not a law firm or accounting firm and it does not give legal, tax or accounting advice. Clients of Obsidian and companies transacting with Obsidian are responsible for providing all necessary legal, tax and accounting advice. Obsidian's principals and employees will expect to work closely with those professionals.

Exhibit C

December 18, 2008

Page 3

5. Conflicts of Interest

To the best of our knowledge based on the information available to us, Obsidian has not been engaged to represent any other client related to the Company.

Obsidian is not aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services. We will not accept a new engagement that directly conflicts with this Engagement without the prior written consent of the Company. We advise you that Obsidian may provide professional services to the financial institutions, investment funds or related entities, which may hold, or have held, the obligations of the Company. By signing this Agreement, the Company waives any conflict in respect thereof.

6. Indemnification

Company will, to the extent allowable by law, indemnify Obsidian, its owners, employees, contractors and agents against any and all claims arising out of, connected with or related to the services performed under this letter, whether or not such claims are attributable in whole or in part to negligence by Obsidian, except to the extent the liability was caused by the grossly negligent or willful acts or omissions of Obsidian employees, contractors or agents in performing the services, each as finally adjudicated by a court of law.

If Obsidian is called on to render services directly or indirectly relating to the subject matter of this Agreement beyond the services contemplated above, (including, but not limited to, producing of documents, answering interrogatories, giving depositions, giving expert or other testimony, whether by agreement, subpoena or otherwise), Company shall pay our then-current hourly rates for the staff members and professionals involved for the time expended in rendering such services, including, but not limited to, time for meetings, conferences, preparation and travel, and all related costs and expenses, and the reasonable legal fees and expenses of our counsel.

In no event will Obsidian or any of its members, employees, agents, attorneys or representatives (together the "Obsidian Group") be liable for any claim asserted against you. Obsidian will be liable only for the performance of such duties and obligations as are specifically set forth in this Agreement, and no member of the Obsidian Group will be liable for any error of judgment made in good faith, or with respect to any action taken or omitted to be taken in good faith, unless the member of the Obsidian Group was reckless. Obsidian and the members of the Obsidian Group will not be liable for any losses or damages caused in connection with the performance of Obsidian under this Agreement, other than losses which are a direct result of recklessness or willful misconduct of Obsidian or such member of the Obsidian Group. The members of Obsidian and the Obsidian Group will have no personal liability under this Agreement or by reason of

Exhibit C

December 18, 2008

Page 4

providing services thereunder, except as provided by law. The liability of Obsidian and the Obsidian Group for any matter related to this Agreement shall be limited to the amount received by Obsidian for its services rendered pursuant to this Agreement and claims may be asserted against Obsidian or the Obsidian Group in connection with this Agreement only by you.

7. Termination/Assignment

The Company may terminate this Agreement for whatever reason on written notice to us. On receipt of such notice, Obsidian will stop all work immediately but the Company will be responsible for all fees and expenses incurred by Obsidian through the date the notice is received.

The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Agreement, including but not limited to Sections 3 and 6 of the Engagement letter, are intended to survive such termination or expiration and shall continue to bind all parties.

This Agreement shall inure to the benefit of the parties and their successors and permitted assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to make such an assignment shall be void.

This Agreement is made solely for the benefit of the parties hereto, and no third party shall acquire any claim against Obsidian as a result of this Agreement.

8. Acknowledgement and Acceptance

Please acknowledge your acceptance of the terms of this Agreement by signing the confirmation below and returning a copy to us at:

Obsidian Finance Group, LLC
10260 SW Greenburg Road
Suite 1150
Portland, Oregon 97223

If you have any questions regarding this letter or Schedules A and B, please do not hesitate to contact me at (503) 542-8870.

Sincerely,

OBSIDIAN FINANCE GROUP, LLC

By: Kevin Padrick *AKD*
Kevin Padrick

Exhibit C

December 18, 2008
Page 5

Senior Principal

Schedule A – Services
Schedule B – Hourly Rates

Confirmation of Terms of Engagement

Summit Accommodators Inc. agrees to engage Obsidian Finance Group, LLC on the terms set forth herein.

Name & Title	Date
--------------	------

Exhibit C

December 18, 2008
Schedule A

SCHEDULE A

Services

Assist the Company in:

- Evaluating the assets and liabilities of the Company;
- Analyzing and reviewing the financial and operating statements of the Company;
- Analyzing the business plans and forecasts of the Company;
- Development of restructuring alternatives including tax aspects and implications on various constituents;
- Review and discussion of the potential risks and benefits of various alternatives;
- Development of strategies to mitigate the potential damages arising from incomplete IRC Section 1031 exchanges for Company customers;
- Identification of alternatives to optimize liquidation of real estate which we understand will be available to satisfy potential claims in the bankruptcy;
- Implementing critical restructuring alternatives;
- Preparation, analysis and explanation of the Plan of Reorganization and Disclosure Statement to various constituencies; and
- Other tasks that are necessary or appropriate as requested by the Company in connection with the Chapter 11 bankruptcy case.

Exhibit C

December 18, 2008
Schedule B

SCHEDULE B

Hourly Rates

<u>Position</u>	<u>Rate</u>
Senior Principals	\$ 600
Managing Directors	\$ 450
Vice Presidents	\$ 450
Assistant Vice Presidents	\$ 400
Associates	\$ 300
Project Analysts	\$ 200 to 300
Analysts	\$ 250
Administrative	\$ 100 to 125

Exhibit D

Stephanie Studebaker

From: Tbvancepdx@aol.com
Sent: Saturday, June 27, 2009 9:24 AM
To: Stephanie Studebaker
Subject: Re: Questionable Billings

I'm not seeing anything that I directly made a specific request for services to Obsidian Financial Services. You may want to cross check the Sussman Shank filing. Susan Ford and Tom Stilley spent more time in discussion's with them than I ever did.

Tyrell B. Vance LLC
503-804-3144

This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact Tyrell B. Vance immediately and destroy the material in its entirety, whether electronic or hard copy. This communication may contain nonpublic information about individuals and businesses subject to the restrictions of the Gramm-Leach-Bliley Act. You may not directly or indirectly reuse or redisclose such information for any purpose other than to provide the services for which you are receiving the information.

In a message dated 6/26/2009 10:45:03 P.M. Pacific Daylight Time, stephanie@tylerstudebaker.com writes:

Attached is a spreadsheet of services performed by Obsidian when you were CRO.
Can you let me know if you OK'd any of these services?

Exhibit D

Recap of Obsidian Charges
Not Approved by CRO and Not Related to Contract

<u>Obsidian Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Whittington	1/14/2009	Prepare presentation for UCC and its' counsel	3.00	450	1,350
Rose	1/15/2009	Travel to and from meeting with UCC (.8); preparation for UCC presentation (1.5); meeting with UCC (3.5)	5.80	400	2,320
Padrick	1/15/2009	Telephone conferences with S. Ford and S. Hedberg re: matters to be covered at meeting of UCC	0.40	600	240
Whittington	1/15/2009	Travel to and from meeting with UCC (.8); finish preparation for UCC presentation (2.0); meeting with UCC (3.5)	6.30	450	2,835
Padrick	1/18/2009	Prepare for and telephone conference with S. Hedberg, J. Thomas and B. Smith : Tax mitigation structure	1.20	600	720
Padrick	1/19/2009	Telephone conferences with S. Hedberg and S. Ford re: asset disposition issues and retention of professionals	0.40	600	240
Whittington	1/21/2009	Conference with K. Padrick re: his calls with Perkins 1031 specialist, research re: changes proposed by Perkins	2.00	450	900
Rose	1/22/2009	Conference re: Expert Testimony for UCC (.2); teleconference with T. Vance re: outstanding requests for Expert Testimony (.1); prepare for Expert Testimony (.1)	0.40	400	160
Padrick	1/22/2009	Prepare information in response to request of UCC (1.2)	1.20	600	720
Norwood	1/22/2009	Telephone conference with K. Padrick, E. Rose, and P. iington prepare analysis of available distribution money for UCC members (1.0); prepare distribution amount of expert testimony for UCC (2.0)	3.00	250	750
Rose	1/23/2009	Prepare for expert testimony for UCC	0.50	400	200

Exhibit D

Recap of Obsidian Charges
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<u>Obsidian Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Norwood	1/23/2009	Prepare distribution amount for expert testimony for UCC (2.5)	2.50	250	625
Norwood	1/24/2009	Review distribution amount spreadsheet for expert testimony for UCC	1.00	250	250
Rose	1/27/2009	Telephone conference with K. Padrick re: UCC comments to term sheet for UCC	0.40	400	160
Norwood	1/29/2009	Conference w/E.Rose and P. Whittington re: conference with S. Hedberg, S. Ford, etc.;	3.00	250	750
Padrick	2/3/2009	Prepare for and attend conference with S. Hedberg and T. Stillely re: assignment strategy (3.3)	3.30	600	1,980
Whittington	2/4/2009	Review of version of distribution worksheet for UCC counsel (prepared by R. Norwood); email correspondence related to changes	0.70	450	315
Padrick	2/7/2009	Telephone conference with S. Hedberg re: S. Ford's email (.3)	0.30	600	180
Padrick	2/7/2009	Telephone conference with S. Hedberg re: substitution of CRO	0.20	600	120
Brown	2/7/2009	Brief review of trust documents prepared by Perkins Coie	0.50	600	300
Whittington	2/9/2009	Review draft of CRO retention agreement	1.70	450	765

Exhibit D

Recap of Obsidian Charges
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<u>Obsidian Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Norwood	2/9/2009	Telephone conference with E. Rose, P. Whittington, and K. Padrick re: CRO (1.2); telephone conference with S. Ford, E. Rose, P. Whittington and K. Padrick re: CRO (.3); telephone conference with E. Rose, P. Whittington, and D. Brown re: CRO (.3); brainstorm with E. Rose, P. Whittington re: CRO (.2); review original T. Vance agreement (.5); review revised OFG agreement (.5); review Form 2015 (.5); review Sussman Shank/T. Vance 2014 (1.0);	4.50	250	1,125
Whittington	2/9/2009	Telephone conference with S. Norwood, E. Rose, K. Padrick re: transition; telephone conference with K. Padrick re: transition (with E. Rose and R. Norwood) (1.7); meeting with E. Rose and R. Norwood re: CRO first week plan and duties, planning for CRO engagement (1.3); review trust documents from Perkins Coie; email to K. Padrick re: hearing time and 2014 disclosure (1.5)	4.50	450	2,025

Exhibit D

Recap of Obsidian Charges
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<u>Obsidian Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick	2/9/2009	Review and revise retention agreement (.5); prepare for and attend telephone conference with S. Ford and S. Hedberg re: new CRO ancise strategy (1.2); conference with P. Whittington, E. Rose, R. Norwood re: CRO transition plan (.8); review and revise pleadings re: CRO motion (1.3); eveiissus on Three Sisters filing and telephone conferences with J. Thomas and S. Ford re: same (1.2); telephone conference with S. Hedberg re: D. Foraker voice mail and prepare response (.7)	5.70	600	3,420
Padrick	2/10/2009	Telephone conferences with S. Ford and T. Stilley re: CRO motion, hearings on preliminary injunction, and hearing on Three Sisters (.7); telephone conference with J. Thomas re: preliminary injunction hearing and Three Sisters (.3); preparation for and attend telephone conference with C. Hall and J. Andersen re: assignment documentation and trust formation (2.4); review and respond to emails re: CRO motion and various matters set for hearing (.8); review CRO plan and conference with E. Rose and P. Whittington re: plan (.9)	5.10	600	3,060
Whittington	2/10/2009	Telephone conference with Perkins Coie, E. Rose, and K. Padrick re: trust documents and structure	4.50	450	2,025
Norwood	2/10/2009	Telephone conference with E. Rose, P. Whittington, and K. Padrick re: CRO first day actions (.8)	0.80	250	200

Exhibit D

Recap of Obsidian Charges
Not Approved by CRO and Not Related to Contract

<u>Obsidian Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick	2/11/2009	Review questions raised by UCC to potential distribution motion and proposed responses (.5); prepare for and attend hearing on substitution of CRO (2.8); conferences with counsel re: appointment of Chapter 11 trustee and effect thereof (1.1); review proposed form of order appointing new CRO and provide comments (.4); travel to hearing (.8)	5.60	600	3,360
Norwood	2/11/2009	Telephone conference with M. Meyers re: questions from UCC re: distribution spreadsheet (.5); review M. Meyers exchange spreadsheets re: UCC distribution (.5)	1.00	250	250
Rose	2/12/2009	Conference with K. Padrick, R. Norwood, S. Studebaker, T. Vance, L. Lyons, B. Stevens, M. Neuman, T. Larkin re: case management, real estate strategy, trustee appointment (3.0); travel to Bend (3.0)	3.00	400	1,200
Whittington	2/13/2009	Review new draft of trust documents from Perkins Coie; telephone conference with same (J. Hall and J. Andersen) re: documents (2.1)	2.80	450	1,260
Padrick	2/15/2009	Review issues for committee member including interim distribution and transfer of assets and review documents re: same (2.4)	5.00	600	3,000
Wheeler	2/15/2009	Prepare for appointment as Chapter 11 Trustee and outline tasks	3.30	450	1,485
Whittington	2/16/2009	Review drafts of motions and declarations by K. Padrick; email K. Padrick re: same.	0.70	450	315

Exhibit D

Recap of Obsidian Charges
Not Approved by CRO and Not Related to Contract

<u>Obsidian Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick	2/16/2009	Prepare for and attend UCC meeting (1.6); review multiple drafts of motion for interim distribution and to authorize exchanges and provide comments re: same and telephone conferences with B. Jennings and S. Hedberg re: same (4.6);	6.20	600	3,720
Norwood	2/16/2009	Review distribution motion and K. Padrick declaration	1.00	250	250
Padrick	2/17/2009	Review and provide comments on transfer documents in response to concerns of UCC (2.7); review all comments from UCC members, telephone conferences with counsel for individual creditors, and provide comments on revision to motion and all supporting documents (3.3)	6.00	600	3,600
Norwood	2/17/2009	update UCC spreadsheet (twice); extend cut off, incorporate M. Meyers spreadsheet (3.2)	3.20	250	800
Whittington	2/17/2009	Review of ORS re: trustees requirements	2.50	450	1,125
			<u>103.20</u>		<u>48,100</u>

Exhibit E-1

Stephanie Studebaker

From: Tbvancepdx@aol.com
Sent: Saturday, June 27, 2009 12:08 PM
To: Stephanie Studebaker
Subject: Re: Additional Questions on Obsidian Time

This was the first and only meeting that I attended with the UCC, (I think), we didn't want them to distribute materials to the UCC from Obsidian, they took a list of properties out of the presentation. This appears correct

Exhibit E-2

CRO RETENTION AGREEMENT

This CRO Retention Agreement ("Agreement"), dated and effective as of December 17, 2008, is entered into between Tyrell B. Vance, LLC ("TBV"), an Oregon limited liability company, 6663 SW Beaverton Hillsdale Highway PMB 237, Portland Oregon 97225-1403 and Summit Accommodators, Inc., abn Summit 1031 Exchange, ("Summit") located at 1567 SW Chandler, Ste. 101, Bend, OR 97702.

RECITALS

- A. Summit provides IRC 1031 Exchange services as a Qualified Intermediary to customers desiring to complete a tax-deferred exchange in such a way as to qualify for tax-deferred treatment under Internal Revenue Code Section 1031 ("Customers"). The services Summit provides to Customers include, without limitation, receiving proceeds from sales of Customers' exchange properties and providing the funds to purchase replacement property once such property has been identified by the customer;
- B. Summit's existing shareholders, directors and officers are Mark Neuman, Brian Stevens, Lane Lyons and Tim Larkin (collectively the "Owners");
- C. Summit has seven (7) Affiliate companies located in Lake Oswego, Oregon, Salt Lake City, Utah, Yakima, Washington, Kalispell, Montana, Jackson, Wyoming and Austin, Texas, respectively (the "Affiliates"), each of which places exchange funds received from Customers with Summit;
- D. Summit is experiencing financial difficulties which also affect its Affiliates. Summit is in need of professional crisis management, intervention and restructuring assistance;
- E. The Owners have requested that TBV provide professional crisis management, intervention and restructuring assistance to Summit in a manner that is independent of their direction, supervision and control; and

Exhibit E-2

F. TBV is willing to provide such professional crisis management, intervention and restructuring assistance to Summit, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

Therefore, intending to be legally bound, the parties agree:

1. TBV's Powers and Services/Duties to Summit. TBV is appointed Chief Reorganization Officer of Summit ("CRO") with the power to take possession of, and to control, manage, operate and/or liquidate Summit and all of Summit's assets, wherever located, for the benefit of Summit and its creditors, including without limitation, in any proceeding commenced by Summit under Chapter 11 of the United States Bankruptcy Code, subject to the direction and supervision of the Court.

Without limiting the generality of the foregoing, TBV shall have all of the following specific powers and duties:

- a. To take charge, control and possession of all of Summit's assets and its operations, books and records;
- b. To investigate any and all transactions by Summit, its finances and status of all of its accounts;
- c. To collect, manage, operate, maintain, secure, and preserve all of Summit's assets, books, and records, including, without limitation, its exchange accounts,
- d. Excepting the exchange accounts, to liquidate Summit's assets in TBV's reasonable business judgment for the benefit of both Summit and its creditors;
- e. To make such payments and disbursements from Summit's operating account as TBV deems reasonably necessary or appropriate to facilitate the foregoing and ensure the continued operation of Summit's business to the extent he deems appropriate during the crisis management and restructuring period.

Exhibit E-2

f. To investigate and pursue any and all claims of Summit against any person or entity as TBV deems appropriate in the exercise of his reasonable business judgment, including, without limitation, claims under existing bonds and insurance policies;

g. To give such notices as the law requires or TBV may deem necessary;

h. To contract with, or hire, pay, direct, discipline, suspend, or discharge any and all persons without cause (including Summit's existing officers and employees) that is in TBV's sole judgment necessary for the crisis management and restructuring of Summit and/or the ongoing liquidation or disposition of any of Summit's assets for the benefit of Summit and its creditors;

i. To select, employ, supervise, instruct, and pay legal counsel, accountants, other professionals and other persons and entities for Summit as necessary in TBV's sole judgment to assist TBV in performing his powers and duties hereunder;

j. To obtain and maintain adequate insurance;

k. To enter into, modify, or terminate any contracts and leases related to Summit or its assets and operations as TBV deems necessary or appropriate;

l. To institute, prosecute, defend, compromise, intervene in, or become a party to, by substitution or otherwise, such actions or proceedings in state or federal court as may in TBV's reasonable business judgment be necessary and proper for carrying out his powers and duties hereunder, or to carry out the terms of this Agreement;

m. To review the books and records of Summit to determine if any improper transfers or conveyances were made, or transfers that may be avoidable by Summit as Debtor-in-Possession under Chapter 5 of the Bankruptcy Code, and to pursue any action, which shall in TBV's reasonable business judgment, be appropriate

Exhibit E-2

or required to recover any assets and transfers as may be recoverable for the benefit of Summit and its creditors; and

n. To make all decisions and exercise all powers and rights as CRO for Summit, acting as Debtor and Debtor-in-Possession, in any proceeding commenced by Summit under Chapter 11 of the United States Bankruptcy Code.

2. Duties of Owners and Summit. The Owners and Summit shall immediately and at all times do the following:

a. Provide to TBV complete up-to-date lists of i) names and addresses of all creditors, including, but not limited to, Customers, whether of Summit or any Affiliate, Affiliates and their members, employees and trade creditors, and ii) statements regarding exchange account funds held by Summit;

b. Turn over to TBV possession, custody, and control of all of Summit's assets and operations (including but not limited to cash, loan documents, security interests, claims, bank accounts, equipment, and rights to use telephone numbers, web sites and physical location of Summit), all of Summit's books and records (including but not limited to books of account, ledgers, and other business and accounting records of Summit), wherever located and in whatever mode maintained (including, without limitation, information contained on computers and any and all software relating thereto);

c. Turnover to TBV all documents which constitute or pertain to Summit's assets and operations, including but not limited to all licenses, permits, or governmental approvals relating to Summit's assets and operations;

d. Turnover to TBV all documents which constitute or pertain to bonds and insurance policies, whether currently in effect or lapsed;

e. Turnover to TBV all contracts, leases and subleases, management agreements, operating agreements, franchise agreements, royalty agreements, employment agreements, licenses, assignments, or other agreements of any kind

Exhibit E-2

whatsoever, whether currently in effect or lapsed, which relate to Summit or are related to any part or all of Summit's assets and operations; and

f. Fully cooperate with TBV, and any attorneys and accountants of Summit and any others retained by TBV as CRO of Summit.

3. Restraint Upon Summit and Owners Until Creditors of Summit Have Been Paid in Full or Until all of Summit's Assets Have Been Liquidated and Distributed to Creditors. During the crisis management and restructuring of Summit by TBV, Summit and its Owners shall not:

a. Interfere with TBV, directly or indirectly, in the management and control and operation of Summit's assets and operations, or otherwise directly or indirectly take any actions or cause any actions to be taken which would negatively affect the operations or assets of Summit or its creditors;

b. Expend, disburse, transfer, assign, sell, convey, devise, pledge, mortgage, create a security interest in, or otherwise dispose of the whole or any part of Summit's assets and operations, or any of the proceeds thereof, without the prior written consent of TBV; or

c. Do any act which would tend to, directly or indirectly, impair, defeat, prevent, or prejudice the preservation of Summit's assets and operations.

4. Segregated Accounts. TBV shall maintain all exchange funds of Summit separately from any general operating account or accounts. Upon receipt, all proceeds, profits and moneys derived from Summit's assets and operations shall be deposited by TBV in the general operating accounts, and TBV shall maintain separate accounting records for the revenues and expenses of Summit's general assets and operations. TBV will not disburse any funds from any of the exchange accounts without approval of a Court of competent jurisdiction and TBV is authorized to file such actions as may be necessary to obtain such approval.

Exhibit E-2

5. Fees, Costs and Expenses of TBV. Absent any order of restraint by a court of competent jurisdiction, with respect to the general operating accounts, TBV shall disburse such funds only for the following purposes: to pay all costs and expenses incurred during the period of crisis management and restructuring of Summit, including, without limitation, (i) costs incurred in taking charge of, possessing, operating, managing and controlling Summit's assets and operations, and collecting and disposing of any of Summit's assets in accordance with the terms of this Agreement; (ii) costs and expenses incurred by TBV in exercising its powers and duties hereunder; and (iii) services performed by Summit's attorneys and accountants, if any, related to this Agreement. TBV shall be entitled to compensation for the performance of its services, based on its standard hourly rates. The hourly rate charged by TBV in this matter will be \$250.00. A retainer shall be paid upon execution of this Agreement to TBV in the amount of \$50,000. TBV shall invoice its services and costs as CRO of Summit and shall be paid from the operating account weekly; except, that if a Chapter 11 proceeding is filed by Summit, TBV agrees that all of its fees and costs as CRO of Summit may be subject to Bankruptcy Court approval and reviewed in accordance with the applicable provisions of the Bankruptcy Code and Rules and Orders of the Court.

TBV shall preserve the rest and remainder of all assets and funds in the operating account for disbursement to creditors, subject to the order of a Court of competent jurisdiction.

6. Reports. TBV shall provide a report to the Owners and such creditors as may request it, including, without limitation, the exchange customers, a report within 60 days of the date of this Agreement, and further reports at 60 day intervals, setting forth to the best of TBV's ability based upon its investigation and evaluation to that date, the assets and liabilities of Summit and recommendations by TBV as to the best method of realizing the value of all of Summit's assets for the benefit of Summit and its creditors.

Exhibit E-2

7. Court Supervision. TBV may apply to or file an action in any Court of competent jurisdiction for instruction or further powers, as may be necessary, to enable TBV to properly fulfill his duties under this Agreement, including, without limitation, temporary restraining orders or injunctions restricting or restraining the Owners, other officers or employees of Summit.

8. Non-Liability; Hold Harmless. TBV shall not be liable for any act or omission of Summit, its Owners, or any of its officers, directors, agents, representatives, shareholders, and employees, nor shall TBV be held to any personal liability whatsoever in tort, contract or otherwise in connection with the discharge of TVB's duties under this Agreement, including without limitation any liability for dismissal of any of Summit's employees and officers, or for any unpaid wages due to such persons from Summit; and shall be held harmless and indemnified by Summit therefor, including any defense costs in the event of suit or action. Otherwise, TBV may be held liable only for bad faith, gross negligence, willful malfeasance, intentional torts or reckless disregard of duty in connection with the performance of TBV's powers and duties under this Agreement.

9. Removal and Replacement of TBV as CRO. In the event that TBV fails to faithfully perform his duties under this Agreement or obey an order of the Court or comply with applicable law, the Owners may file an action to have TBV removed and replaced with a substitute CRO, or to terminate this Agreement.

10. Voluntary Termination. After substantial completion of this Agreement, TBV may terminate this Agreement, subject to providing a final accounting and notice to all creditors and Owners of Summit. In the event any interested party objects to the termination of this Agreement and desires that the Agreement continue, then as a condition to continuing the Agreement, such interested party shall fund TBV's fees and costs until the Agreement is terminated by a court of competent jurisdiction.

Exhibit E-2

11. Resignation and Release from Duties. TBV may resign and be released from its duties, obligations, and liabilities under this Agreement upon 30 days written notice to the Owners and shall provide a copy of such notice to all creditors of Summit by regular mail and their respective counsel who have requested special notice.

12. Bond. If required by a court of competent jurisdiction, TBV shall furnish a bond or other security in connection with his services under this Agreement in an amount to be determined by the Court and the cost of such a bond shall be an expense of TBV to be paid by Summit pursuant to this Agreement.

13. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties.

14. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties[, which writing must refer to this Agreement].

15. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

16. Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

17. Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

Exhibit E-2

19. Severability. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

20. Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

TYRELL B. VANCE, LLC,
an Oregon limited liability company

By: _____
Title: _____

Date

SUMMIT ACCOMMODATORS, INC.,
abn Summit 1031 Exchange

By: _____
Title: _____

Date

Exhibit E-2

OWNERS:

LANE LYONS

Date

TIM LARKIN

Date

MARK NEUMAN

Date

BRIAN STEVENS

Date

F:\CLIENTS\20304\001\CRO RETENTION AGREEMENT.DOC

EXHIBIT F

SUMMARY OF ACTIONS TAKEN BY THE TRUSTEE AND COUNSEL VIOLATING PROVISIONS OF SEVERAL OREGON LIMITED LIABILITY COMPANIES RESPECTIVE OPERATING AGREEMENTS

A) History of Corney Investors, LLC (“Corney”), and Padrick, Obsidian, and Tonkon Torp’s attempt to take governance rights away from existing Managers and Members

History

1. June 10, 2005 Corney Investors LLC is formed.
2. Corney Investor LLC is managed by VSN Properties LLC (“VSN”).
3. March 31, 2009 VSN resigns and all members agree to Larry Sirhall becoming the manager.

Attempts by Trustee to take governing rights away from existing Manger

On May 26, 2009, David S. Peterson (“Peterson”) sent Corney members a memorandum of action of the class “A” member of Corney removing the current manager, Sirhall, and appointing the Trustee as the manager of each company. (Exhibit F-1)

Trustee Seizes LLC’s Bank Account

On June 25, 2009 Corney members learn that Obsidian (apparently acting at the instruction of Padrick) seized Corney’s bank account and sent a letter to Corney’s tenant directing him to hereafter make all payments directly to Obsidian. These funds are held by the LLC as reserves to pay for the taxes, insurance, maintenance and upkeep of the

real property held by the LLC. Corney Interested Parties did not approve this distribution of the LLC's cash to the Trustee in his role as liquidating trustee of debtor's bankruptcy. This money belongs to the LLC and the other 10 Interested Parties who are not the debtor. Since the Interested Parties are not a debtor in this case, their money should not be used to pay for the claims against the debtor. More importantly, the Trustee as an assignee of VSN's interest in Corney had no rights under the operating agreement to take any such actions.

On June 26, 2009 Opera emailed Peterson regarding the violation of the LLC's operating agreement. (EXHIBIT F-2) The violations are as follows...

Section 6.1 of the Operating Agreement of Corney provides that a member cannot transfer its membership interest in Corney without the consent of a majority of the members of Corney, and that any such transfer will not entitle the transferee to "become or to exercise any rights of a Member." Section 6.1 provides further that, during a five-year "Option Period," the transferee is not "entitled to any rights as a Member of the LLC," and will be entitled to receive only the distributions and allocations of Corney profit and loss to which the transferor would be entitled, until such time, if ever, that the option to purchase described in Section 6.1 is exercised or the transferee is admitted as a substitute member. Accordingly, Padrick as VSN's assignee is not entitled to vote as a member of Corney and is not entitled to exercise any management rights under the Operating Agreement. Governing Oregon law is consistent with this result. See, O.R.S. 63.259... VSN has committed a number of material breaches of its fiduciary duties to the members of Corney, including, without limitation, the rendering of inaccurate and misleading accountings to the Corney members and the misappropriation of Corney funds, to the detriment of the members of Corney, which preclude VSN from acting as manager of Corney or asserting any management rights. Based upon the foregoing,

Corney, acting through Sirhall, believes that VSN has no management rights and, therefore, that Padrick cannot act as the Manager of Corney.

B. History of Klondike Point LLC (“Klondike”), and Padrick, Obsidian, and Tonkon Torp’s attempt to take governance rights away from existing Managers

History

1. January 1, 2005 Klondike is formed to own and operate a commercial building in downtown Bend.
2. Initial managers are Studebaker and Larkin.
3. On January 1, 2009 Larkin resigns as a manager, all members agree to Barb Tyler (“Tyler”) becoming a manager.
4. On February 10, 2009 a required capital call is made to all members.
5. By March 11, 2009 Studebaker and Tyler make their capital call requirements. Stevens, Larkin, Neuman did not make their capital call requirement.

Trustee Ignores Offer.

1. In accordance with the provisions of Sections 9.3, 9.4 and 9.5 of the Operating Agreement, on April 15, 2009, Windermere, acting on behalf of Ms. Studebaker, sent to Stevens, Larkin, and Neuman an offer to purchase their respective interests in Klondike. NO RESPONSE.
2. On April 20, 2009, Klondike’s business attorney sent to the Simson, by overnight mail, a copy of the purchase offer. NO RESPONSE.
3. On May 26, 2009, Opera sent an offer (EXHIBIT F-3) to Simson from Studebaker to purchase the building owed by Klondike. Opera communicated to Peterson that the Trustee received the purchase offer about six weeks ago.

He has not bothered to respond to the purchase offer. In accordance with the provisions of the Operating Agreement, request is hereby made that the Trustee, as the assignee of the defendants' economic interests as members of Klondike, respond[s] to the Purchase Offer as promptly as possible, but in no event later than June 11, 2009." Opera tells Counsel that "it has come to our attention that the Trustee has either ignored or rejected out of hand any and all offers that have been extended to him to purchase limited liability company membership interests of the four principals of the debtor. This appears to us to be a blatant disregard of the Trustee's obligations to the debtor's creditors...The Trustee's duty to maximize the value of the debtor's estate for the benefit of the debtor's creditors, the Trustee should act promptly to consummate a transaction in accordance with the provisions of the Purchase Offer. Otherwise, given the precarious state of Klondike's financial affairs, the Trustee will run the very significant risk of losing all value on account of the debtor Members' interests in Klondike."

Trustee's Counsel responded by saying the Offer submitted via mail on April 20, 2009 was LOST/MISPLACED.

In reviewing the detail of Tonkon Torp's billings, Simson's time and billings details shows that on April 22, 2009 there was a "Telephone conference with Mr. Padrick regarding **REDACTED** (.3); review offer to purchase Interests in Klondike Point LLC (.2); conference with Mr. Aman regarding **REDACTED** (.2)" (Exhibit F-4) Simson's time here totals 0.7 of an hour. Simson's rate is \$450/hour. Total charge to the estate \$315. Other professionals have charged their time for this as well. Padrick (.3) at \$600/hour is \$180 and Aman (.2) at \$325 is \$65. Total charge to the estate to lose an offer is approximately **\$560** (\$315+\$180+\$65).

Trustee's response to Studebaker's offer was to take away governing rights from existing Manager's.

1. On June 4, Padrick filed Articles of Amendment/Dissolution with the Oregon State Corporation Division (Exhibit) changing the company from being member managed to the LLC being manager-managed an action requiring consent of 60% of the members of the LLC pursuant to Section 4.2 of the operating agreement..
By reason of the defendants' failure to make required capital contributions, as of April 30, 2009, the defendants' had only 58.07% of the ownership interests in Klondike, and Studebaker and Tyler had 41.93% of the ownership interests in Klondike. Padrick signed the document as Manager of the LLC. As an assignee of Larkin, Stevens, and Neuman interests' in the LLC, Padrick is not entitled to exercise any management rights under the operating agreement unless or until the remaining members vote to admit him as a member (Exhibit F-5). The Oregon State Corporation Division told Studebaker that falsely filing documents with their administration is a CIVIL MISDEMEANOR.
2. On June 23, 2009 Aman emailed a response to Opera enclosing "copies of memoranda of action of the members of both Klondike and Century, removing the current managers of those companies and appointing the Trustee as the manager of each company." (Exhibit F-6)
3. In this same email, the "Trustee, acting as manager of both Klondike and Century" notified Opera that he was "terminated as legal counsel for either company, effective immediately".

On June 26, 2009, Opera emailed Aman regarding the violation of the LLC's operating agreement. (Exhibit F-7)

1. Section 8.1 of the Operating Agreement provides that any transfer of a member's interest in Klondike is "prohibited," and that no member may transfer his interest

in Klondike. Section 8.3.1 of the Operating Agreement provides that the transferee of a member's interest will not be admitted as a substitute member without the unanimous written consent of the non-transferring members. Such consent has not been obtained by the Trustee, and will not be given either by Studebaker or by Tyler.

2. Oregon law is clear that the debtor Members' transfer of their interests to the Trustee allows the Trustee to have recourse only to the members' economic interests in Klondike, and that the Trustee does not become, as a result of such transfer, a member in Klondike or obtain any right to participate in the governance of Klondike. See, O.R.S. 63.259. The Trustee has no greater rights with respect to Klondike than he has under the Operating Agreement and under applicable Oregon law. See, Butner v. United States, 440 U.S. 48 (1979).
3. Pursuant to the Operating Agreement, the Trustee is not entitled to vote as a member of Klondike, and is not entitled to exercise any management rights under the Operating Agreement. Governing Oregon law is consistent with this result.

C. History of CFalls Investors, LLC ("CFalls"), and Padrick, Obsidian, and Tonkon Torp's attempt to take governance rights away from existing Managers

History

1. October 27, 2005 C Falls Investors, LLC, was formed.
2. CFalls was member managed with VSN Properties LLC acting as the Operating Member.
3. On April 20, 2009 there was a transfer vote to make Gross the new Operating Member of the LLC.

Attempts by Trustee to take governing rights away from existing Operating Member and the LLC, including approximately 44 other LLC Members

1. On May 26, Padrick filed a memorandum of action to take over as Operating Member.
2. On June 1, 2009 Opera received email from Rose requesting monies the LLC member uses to retain Opera for legal representation
3. Per the provisions of the LLC's operating agreement, VSN Properties LLC is in default because of not contributing the capital necessary to maintain and complete the project agreed in Section 3.2 of the operating agreement and the majority of remaining members can vote at any time to elect a new Operating Member pursuant to Section 4.1. Also under Section 8.1 the Trustee has no rights as a member, being merely an assignee of another member interests' and having not been admitted as a member by the remaining members.

D. History of Century & Padrick, Obsidian, and Tonkon Torp's attempt to take governance rights away from existing Managers

History

1. The company was formed October 4, 2005.
2. Initial managers are/were Studebaker and Neuman.
3. On 2/12/09 Studebaker spoke with Padrick about the cash deficiencies and negative equity to the estate resulting in ABSOLUTELY NO ASSISTANCE AND NO COMPASSION FOR JIM HULL'S LOSS.
4. On 2/18/09 Studebaker sent all the information she had to Ryan Norwood of Obsidian, WITHOUT ANY RESPONSE. (Exhibit F-8)

5. On or about July 31, 2008, Hull entered into a Tenancy in Common Agreement (“TIC”) with the company and became a co-owner of the property owned by the company.
6. Century needed cash and a capital call was made December 28, 2008 in the aggregate amount of \$86,414.03, but only an aggregate of \$8,473.90 was received by the LLC. The Trustee has made no attempt to pay the debtor’s shares of the capital contributions.
7. On January 1, 2009 Neuman resigns as manager and all members agree to Hull becoming manager.
8. On or about February 4, 2009, the property was listed for sale thru Fratzke Commercial Real Estate. Fratzke received offers between \$1,000,000 and \$2,650,000. The property was taken off the market because the highest offer was approximately \$573,000 SHORT of paying off the debt obligations of the LLC.
9. On April 20, 2009 Opera sent an offer requesting the Trustee to, essentially, sign off or sign on to making the Shareholders’ capital call contributions.
10. June 15, 2009 Opera emailed settlement communications to Peterson including details of Century’s cash flow difficulties, the current value being short of the current debt obligations, and how there is no value for the foreseeable future for the estate. (Exhibit F-3)

**Trustee’s response to Opera’s communications was to take away governing rights
away from existing Managers**

On June 23, 2009, Aman emailed a response to Opera enclosing “copies of memoranda of action of the members of both Klondike and Century, removing the current managers of those companies and appointing the Trustee as the manager of each company.” In this

same email, the “Trustee, acting as manager of both Klondike and Century” notified Opera that he was “terminated as legal counsel for either company, effective immediately”. (Exhibit). The foregoing actions are in clear violation of Century’s operating agreement as follows...

1. Section 8.1 of the Operating Agreement provides that any transfer of a member’s interest in Century is “prohibited,” and that no member may transfer his interest in Century. Section 8.3.1 of the Operating Agreement provides that the transferee of a member’s interest will not be admitted as a substitute member without the unanimous written consent of the non-transferring members. Such consent has not been obtained by the Trustee, and will not be given either by Studebaker or by Hull.
2. Oregon law is clear that the defendants’ transfer of their interests to the Trustee allows the Trustee to have recourse only to the members’ economic interests in Century, and that the Trustee does not become, as a result of such transfer, a member in Century or obtain any right to participate in the governance of Century. See, O.R.S. 63.259. The Trustee has no greater rights with respect to Century, or any other LLC interest he receives than he has under the Operating Agreement and under applicable Oregon law. See, Butner v. United States, 440 U.S. 48 (1979).
3. Pursuant to the Century Drive Mobile Home Park, LLC’s operating agreement the Trustee is not entitled to vote as a member of Century, and is not entitled to exercise any management rights under the Operating Agreement. Governing Oregon law is consistent with this result.

**NINE PAGES OF ACTIONS BY THE TRUSTEE RESULTING IN NO
BENEFIT TO THE CREDITORS OF THE ESTATE**

Exhibit F-1

**MEMORANDUM OF ACTION OF THE CLASS A MEMBER
OF CORNEY INVESTORS, LLC**

WHEREAS, the undersigned is the sole Class A Member of Corney Investors, LLC, an Oregon limited liability company (the "Company");

WHEREAS, Sections 3.2 and 3.8 of the Company Operating Agreement dated July 1, 2005 states that Managers shall be elected and removed by a vote of Members holding a majority of the total Class A Units of the Company at a meeting called for that purpose;

WHEREAS, Section 3.6.3 of the Operating Agreement states that any action required or permitted to be taken by the Members, or a class of Members, at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by Members holding more than 50% of the Units, or Units in a particular class, and the consent is included in the minutes or filed with the Company's records of meetings; and

WHEREAS, the current Manager of the Company is VSN Properties, LLC, acting through its designee Mark Neuman;

RESOLVED, THEREFORE, that pursuant to Sections 3.2, 3.8 and 3.6.3 of the Operating Agreement, the undersigned, in its capacity as the sole Class A Member of the Company, removes the current Manager, effective immediately;

FURTHER RESOLVED that pursuant to Sections 3.2 and 3.8 of the Operating Agreement, the undersigned elects Kevin D. Padrick, in his capacity as Liquidating Trustee for the Summit Accommodators Liquidating Trust, as Manager of the Company, effective immediately;

FURTHER RESOLVED, that this consent be included in the minutes of the Company or filed with the Company's records of meetings;

FURTHER RESOLVED, that the Manager is authorized to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such instruments as he, in his discretion, deems necessary or advisable in order to carry out the purpose and intent of the foregoing resolution; and it is

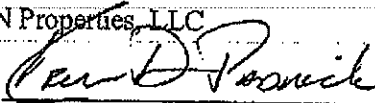
Exhibit F-1

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby in all respects approved and ratified.

DATED: May 26, 2009

VSN Properties, LLC

By:



Kevin D. Padrick

Liquidating Trustee for the Summit Accommodators Liquidating Trust

Its: Operations Director

034799/00001/1593381v1

Exhibit F-2

E-MAIL TO:

DAVID PETERSEN

June 26, 2009

Re: Corney Investors, LLC

Mr. Petersen:

As we have advised you, on March 31, 2009, VSN Properties, LLC ("VSN") resigned as the Manager of Corney Investors, LLC ("Corney"), and, pursuant to the provisions of Sections 3.1 and 3.2 of the Operating Agreement of Corney, on March 31, 2009, Corney duly appointed Larry Sirhall to act as the Manager of Corney. Notwithstanding your June 5, 2009 letter to Mr. Sirhall purporting to relieve him of his duties as the Manager of Corney, pursuant to Section 3.3 of the Operating Agreement, the Members of Corney continue to recognize Mr. Sirhall as Manager of Corney.

Corney disputes, and will oppose, any attempt that may be made by Mr. Padrick to act as the Manager of Corney. First, the interests of the Summit creditors and the members of Corney are in direct and irreconcilable conflict. Mr. Padrick's acting as Liquidating Trustee in the Summit case puts him in a position of conflict with the members of Corney, and, therefore, he cannot properly serve as Manager of Corney. Second, Mr. Neuman's and Brian Stevens's transfer of their interests in VSN to the Summit estate constitutes a de facto transfer of VSN's membership interest in Corney. Section 6.1 of the Operating Agreement of Corney provides that a member cannot transfer its membership interest in Corney without the consent of a majority of the members of Corney, and that any such transfer will not entitle the transferee to "become or to exercise any rights of a Member." Section 6.1 provides further that, during a five-year "Option Period," the transferee is not "entitled to any rights as a Member of the LLC," and will be entitled to receive only the distributions and allocations of Corney profit and loss to which the transferor would be entitled, until such time, if ever, that the option to purchase described in Section 6.1 is exercised or the transferee is admitted as a substitute member. Accordingly, VSN is not entitled to vote as a member of Corney and is not entitled to exercise any management rights under the Operating Agreement. Governing Oregon law is consistent with this result. See, O.R.S. 63.259. Third, VSN has committed a number of material breaches of its fiduciary duties to the members of Corney, including, without limitation, the rendering of inaccurate and misleading accountings to the Corney members and the misappropriation of Corney funds, to the detriment of the members of Corney, which preclude VSN from acting as manager of Corney or asserting any management rights. We are in the process of documenting these breaches, and anticipate that we will be in a position to provide to you, within the next week or so, a full and complete statement relative to VSN's breaches of its fiduciary duties to the other members of Corney. Based upon the foregoing, Corney, acting through Mr. Sirhall, believes that VSN has no management rights and, therefore, that Mr. Padrick cannot act as the Manager of Corney.

Exhibit F-2

We learned yesterday that Obsidian, apparently acting at the instruction of Mr. Padrick, has seized Corney's bank account, and has sent to Corney's tenant a letter directing the tenant to hereafter make all payments directly to Obsidian, rather than to Corney. These actions are blatantly improper, and serve as additional evidence of Mr. Padrick's wanton disregard of the rights of the Corney members. We hereby demand that Mr. Padrick immediately return to Corney the funds improperly seized by him, and send a letter to Corney's tenant directing the tenant to continue to make payments to Corney, rather than to Obsidian.

We would like to try to resolve these disputes without the need for litigation. We request, therefore, that Mr. Padrick agree to meet with the members of Corney to try to reach a resolution of the disputes that exist between Mr. Padrick and the members of Corney. Please let me know, by July 1, 2009, whether Mr. Padrick is willing to do so.

Robert E. Opera

REO:pbw

Exhibit F-3

E-MAIL TO:

LEON SIMSON

June 4, 2009

Re: Klondike Point, LLC/Purchase Offer

Leon:

My law firm represents Klondike Point, LLC ("Klondike") for the purpose of addressing any differences that it may have with Kevin Padrick, acting in his capacity as Liquidating Trustee for Debtor Summit Accommodators, LLC ("Debtor").

Klondike is an Oregon limited liability company. The members of Klondike, and their respective ownership interests in Klondike, are as follows:

Brian Stevens	28.885%
Mark Neuman	28.885%
Barbara Tyler	18.333%
Stephanie Studebaker	18.333%
Tim Larkin	5.550%

Ms. Studebaker and Ms. Tyler are the duly-appointed and acting Managers of Klondike, in accordance with the provisions of that Operating Agreement of Klondike Point, L.L.C. ("Operating Agreement").

Klondike is the owner of that real property commonly known as "The Odd Fellows Building" ("Property"). Klondike purchased the Property in 2005 for the amount of \$650,000, with the seller of the Property carrying back \$550,000 of the purchase price in the form of a promissory note secured by a first-priority deed of trust encumbering the Property. After Klondike acquired the Property, Klondike obtained from Columbia River Bank a loan in the amount of \$249,000, secured by a second priority deed of trust encumbering the Property, for the purpose of obtaining funds to perform necessary maintenance, repairs and improvements to the Property. I am advised that the aggregate principal balances of those loans ("Loans") is now approximately \$630,000, and that the aggregate debt service on the Loans is approximately \$8,071.13 per month (approximately \$96,853.56 per year). Each of the members of Klondike personally guaranteed Klondike's payment of its obligations under the Loans.

The severe downturn in the real estate market has caused substantial financial problems for Klondike. I am advised that, as a consequence of the economic downturn, there currently is a glut of commercial office space in Bend, Oregon. The Property has a current vacancy rate of

Exhibit F-3

approximately 27% based upon rentable square footage, and all of the leases in the Property will expire in 2009. Two tenants have notified Klondike that they do not intend to renew their respective leases upon the expiration of those leases, and will move out of the Property. According to Windermere Commercial ("Windermere"), a prominent Bend, Oregon-based real estate broker engaged by Ms. Studebaker, market rents in the Bend, Oregon area appear to be well below the expiring lease rental rates for space in the Property, and it may be necessary to significantly reduce lease rental rates in order to retain existing tenants or to obtain new tenants for the Property.

By reason of the vacancy problems associated with the Property, Klondike has experienced, and is now experiencing, cash flow difficulties. On February 10, 2009, pursuant to the provisions of Section 3.3 of the Operating Agreement of Klondike, Ms. Studebaker, as a Manager of Klondike, sent to each of the members of Klondike a capital call so that Klondike could obtain cash sufficient to pay its accruing obligations, including its debt service obligations. That capital call was approved by the majority of the members of Klondike, in accordance with the provisions of Section 3.3 of the Operating Agreement. While that capital call required that cash contributions be made by the members by March 11, 2008, only Ms. Studebaker and Ms. Tyler made their required capital contributions; Messrs. Neuman, Larkin and Stevens (collectively, "Summit Members") did not make their required capital contributions. A copy of Ms. Studebaker's February 10, 2009 e-mail making such capital call is transmitted herewith for your review.

Pursuant to Section 9.1(e) of the Operating Agreement, a failure by any member of Klondike to make a required capital contribution pursuant to Section 3.3 constitutes a "cessation event." Pursuant to Section 9.3 of the Operating Agreement, upon the occurrence of a cessation event as to a member, the remaining members of Klondike may elect to purchase the units owned by the affected members on the terms set forth in Section 9.5 of the Operating Agreement, at 80% of the value of such units, in accordance with the valuation procedures established by Section 9.4 of the Operating Agreement.

In accordance with the provisions of Sections 9.3, 9.4 and 9.5 of the Operating Agreement, on April 15, 2009, Windermere, acting on behalf of Ms. Studebaker, sent to the Summit Members an offer to purchase their respective interests in Klondike ("Purchase Offer"). By the Purchase Offer, Ms. Studebaker offered to purchase the interests of the Summit Members for a purchase price of \$423,893, payable as follows: (i) by Ms. Studebaker's assuming all of the Summit Members' obligations under the Loans and all of the Summit Members' obligations under all leases associated with the Property, and (ii) by paying to the Summit Members the sum of \$24,851, in cash, to be allocated among the Summit Members on a pro-rata basis in accordance with their respective ownership interests in Klondike. Ms. Studebaker also agreed to be responsible for any commissions and fees owing to Windermere in connection with the transaction. By the Purchase Offer, Ms. Studebaker agreed to close the transaction within 20 days following the Summit Members' acceptance of such offer.

In order to assist the Summit Members to evaluate the fairness of the Purchase Offer, Ms. Studebaker included with the Purchase Offer, among other things, the following financial reports: an operating income analysis for the Property prepared by Ms. Studebaker; an income stream analysis for the Property prepared by Ms. Studebaker; a 23-page report of "comps" for

Exhibit F-3

office space in Bend, Oregon, assembled by Windermere; and an analysis of the value of the Property, prepared by Windermere. These financial reports provide strong support for the fairness of the Purchase Offer.

On April 20, 2009, Jason Conger sent to you, by overnight mail, a copy of the Purchase Offer. Transmitted for your convenience is another copy of the Purchase Offer.

I am advised that neither the Summit Members nor you, acting on behalf of the Trustee, have ever responded to the Purchase Offer.

The Purchase Offer is unquestionably a favorable offer for the Debtor's creditors. In this regard, please consider the following:

1. Property Generates Insufficient Cash Flow. The Property does not generate cash flow sufficient to pay the accruing obligations of the Property. The only means to pay accruing debt service and other obligations associated with the Property, and thereby preserve the Property, is for the members of Klondike to contribute cash from their own personal resources. The Summit Members did not respond to the capital call made by Klondike, and the Trustee has not offered to make any capital contribution to Klondike. The cash flow problems will only worsen as leases expire and the vacancy rate for the Property increases. Without new capital contributions, the Property is not viable.
2. No Available Financing Alternative. Given the short-term nature of the leases for the Property and the impending expiration of the leases, there is virtually no possibility of refinancing the Property, and any buyer will be hard pressed to obtain a loan to acquire the Property.
3. Fair Purchase Price. By the valuation analysis provided by Windermere in connection with the Purchase Offer, Windermere indicated a value of the Property in the range of \$400,228 to \$669,247, using very generous assumptions regarding, among other things, the vacancy rate for the Property. The debt encumbering the Property is in the aggregate amount of approximately \$630,000. Accordingly, taking into account costs of sale, there is no equity in the Property. Ms. Studebaker's offer to assume the debt encumbering the Property, and to pay, in cash, \$24,851 on account of what appears to be valueless membership interests of the Summit Members is a windfall for the Trustee in this case.
4. Ms. Studebaker's offer does not provide for the 20% purchase price discount to which she is entitled pursuant to Section 9.3.2.2 of the Operating Agreement.

The Trustee received the Purchase Offer about six weeks ago. He has not bothered to respond to the Purchase Offer. In accordance with the provisions of the Operating Agreement, request is hereby made that the Trustee, as the assignee of the Summit Members' economic interests as members of Klondike, respond to the Purchase Offer as promptly as possible, but in no event later than June 11, 2009.

Exhibit F-3

As a final note, it has come to our attention that the Trustee has either ignored or rejected out of hand any and all offers that have been extended to him to purchase limited liability company membership interests of the four principals of the Debtor. This appears to us to be a blatant disregard of the Trustee's obligations to the Debtor's creditors. We submit to you that, consistent with the Trustee's duty to maximize the value of the Debtor's estate for the benefit of the Debtor's creditors, the Trustee should act promptly to consummate a transaction in accordance with the provisions of the Purchase Offer. Otherwise, given the precarious state of Klondike's financial affairs, the Trustee will run the very significant risk of losing all value on account of the Summit Members' interests in Klondike.

We look forward to hearing from you in this regard.

Robert E. Opera

REO:pbw

Enclosures

Exhibit F-3

Stephanie Studebaker

From: Stephanie Studebaker
Sent: Tuesday, May 26, 2009 2:42 PM
To: Robert Opera
Subject: FW: Klondike Required Capital Call per section 3.3 of Operating Agreement
Attachments: klondike21008capitalcall_20090210160722.pdf

From: Stephanie Studebaker
Sent: Tuesday, February 10, 2009 1:01 PM
To: Mark Neuman; Tim Larkin; Brian Stevens; Barbara Tyler
Subject: Klondike Required Capital Call per section 3.3 of Operating Agreement

Hi Partners,

We need to have a cash infusion to Klondike due to the vacancies that are coming up. The Chiro (Center for Life) is out of his lease on April 1st. Skyline Mortgage is out of his lease on 7/20/09. Both tenants have told us they intend to discontinue the lease and move. I have attached the 2009 cash flow projection and the current rent roll. This email is your 30-day written notice to make this required cash contribution by Friday March 11, 2008. On this day, February 10, 2009, this required capital contribution was approved by the majority of the members.

Capital Call Required for Negative Cash Outlay	<u>35,049.21</u>	12/31/09 Projected Neg
Cash Reserves	<u>15,000.00</u>	
Total Capital Call	<u>50,049.21</u>	
18.33%	Member Capital-Barbara Tyler	9,174.02
18.33%	Member Capital-S. Studebaker	9,174.02
5.55%	Member Capital-Tim Larkin	2,782.74
28.89%	Member Capital - Brian Stevens	14,459.22
28.89%	Member Capital - Mark Neuman	14,459.22
<u>100.00%</u>	Total	<u>50,049.21</u>

Thanks,
 Stephanie Studebaker, Manager/Member Klondike Point, LLC

Stephanie Studebaker, CPA
Tyler & Studebaker CPA's LLP
 265 NW Franklin Avenue
 Bend, OR 97701
 541.382.5020 541.382.2923 fax
www.tylerstudebaker.com

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Kionlike Point, LLC
Projected P&L and Cash Flow
January through December 2009

	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	2009
Operating Revenue/Expenses													
Revenue													
Club Fees/Pool	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	34,855.20
Bar/Pool	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	34,855.20
Lobby Vending - 200 April 1st	-	-	-	-	-	-	-	-	-	-	-	-	-
Lobby Vending - 201 - Sept 1st	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	5,809.20	5,809.20	5,809.20	5,809.20	5,809.20	5,809.20	5,809.20	5,809.20	5,809.20	5,809.20	5,809.20	5,809.20	69,710.40
Expenses													
Build Charges	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	34,855.20
Building/Pool	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	2,904.60	34,855.20
Construction Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	72.76	72.76	72.76	72.76	72.76	72.76	72.76	72.76	72.76	72.76	72.76	72.76	873.12
Lobby Vending	181.20	181.20	181.20	181.20	181.20	181.20	181.20	181.20	181.20	181.20	181.20	181.20	2,174.40
Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	230.00	230.00	230.00	230.00	230.00	230.00	230.00	230.00	230.00	230.00	230.00	230.00	2,760.00
Pool/Club	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Pool Operation	212.20	212.20	212.20	212.20	212.20	212.20	212.20	212.20	212.20	212.20	212.20	212.20	2,546.40
Maintenance - Other	321.20	321.20	321.20	321.20	321.20	321.20	321.20	321.20	321.20	321.20	321.20	321.20	3,854.40
Total Expenses	6,523.36	6,523.36	6,523.36	6,523.36	6,523.36	6,523.36	6,523.36	6,523.36	6,523.36	6,523.36	6,523.36	6,523.36	78,272.40
Net Profit	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(8,562.00)
Operating Assets/Liabilities													
Operating Assets													
Cash at End of Period	2,904.60	2,190.44	1,476.28	762.12	47.96	(267.20)	(562.36)	(857.52)	(1,152.68)	(1,447.84)	(1,743.00)	(2,038.16)	(7,190.88)
Accounts Payable													
Prepaid Expenses													
Other Assets													
Operating Liabilities													
Accounts Payable													
Other Liabilities													
Total Change	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(714.16)	(8,562.00)
Operating Assets/Liabilities at End of Period	2,190.44	1,476.28	762.12	47.96	(267.20)	(562.36)	(857.52)	(1,152.68)	(1,447.84)	(1,743.00)	(2,038.16)	(2,757.12)	(7,190.88)

Exhibit F-3

Rent Roll

	Rentable Sq. Ft.	\$/SQ. Ft.	Monthly Rent Income	Comm Income	
100 - Alstate	591.00	1.38	813.00		
101 101 1 Year & Studhaber, CPAs	1,832.00	0.38	1,516.00		date increased on 10/1/03 - Option to Renew for 3 Years at FMV with 5% escalators comes up 09/30/09.
103 103 1 Year & Studhaber, CPAs	588.00	0.39	562.32		227.20 Tenant moved out at end of Lease on 10/31/03
200 200-Solite Appraisal Services	714.00	1.31	892.46		283.60 increased on 11/1/03 - Option to renew for 2 Years at renegotiated rent base.
201 201 Skyline Beverage Services, LP	1,098.00	1.22	1,281.00		420.00 Option to renew for 2 Years comes up 07/2/09. Does not want to renew
202 202 - Celsden	682.00	1.45	998.35		273.20 increased on 08/01/03 with annual rent increases thru end of lease 07/31/11
205 205 - Greiner for Life	633.00	1.45	1,004.85		277.20 Lease up on 3/31/09 - Does not want to renew
TOTAL	5,231.00		7,195.65		2,098.00



WINDERMERE COMMERCIAL
Windermere Central Oregon Real Estate, LLC

Cleve Brock, Broker
Pete Rencher, Broker
Dan Steelhammer, Broker
Tom Rothschild, Broker

Offices in Bend & Redmond

April 14, 2009

To Brian Stevens
Mark Neuman
Tim Larkin

Re: Offer to Purchase Sellers Interest in Klondike Point, LLC

Gentlemen

On behalf of Stephanie Studebaker I am submitting with this letter and offer to purchase your interest in Klondike Point LLC ("Klondike").

History

Klondike purchased certain real property and improvements thereon, commonly known as The Odd Fellows Building (the "Property"), in 2005 for \$650,000 from Frank Ruegg, with \$550,000 of the purchase price carried by Mr. Ruegg in the form of a note secured by the Property and evidenced by a trust deed (the "Ruegg Loan"). Debt service under the Ruegg Loan is \$3,367.13 per month, or \$40,405.56 annually. Roofing, HVAC work, deferred maintenance, repairs and improvements of approximately \$250,000 were completed on the Property following the purchase and paid for primarily with proceeds from a loan from Columbia River Bank in the amount of \$249,000, also secured by the Property. Debt service under the Columbia River Loan is subject to a variable interest rate, and is currently approximately \$4,704 per month or \$56,448 per year, and the current principal balance for both loans combined is approximately \$630,000.

Following the purchase, tenants were recruited, rents were increased, cash flows increased and things looked promising.

Current Situation

Now, in April 2009, the picture has changed. A glut of commercial office space in Bend has been exacerbated by the severe economic down turn. All the leases in the Odd Fellows Building have expired or will expire in 2009. Two spaces are vacant, resulting in a current vacancy rate of approximately 27% based on rentable square footage. Another existing tenant wishes to find smaller space when his lease expires in 2009. Other than Tyler and Studebaker, the remaining tenants include a mortgage broker, a real estate appraiser, and a beautician---all businesses particularly subject to the hazards of

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Exhibit F-3

our current economy. Market rents appear to be well below our expiring lease rates, and are estimated to be at best \$0.89 to \$0.99 per foot on a NNN basis. It may be necessary to move to full service leases at rates near \$1 per foot in order to obtain tenants.

For Stephanie Studebaker to continue as a tenant, she too will need to renew her lease at market rates, and have an opportunity for continued ownership that is economically viable in the current market; otherwise, she too must consider moving to another site.

Meanwhile, underwriting criteria for commercial lenders have tightened, requiring debt coverage ratios in excess of 1.25, requiring cash flow analysis based only on long term leases and strong tenants, and many lenders will not loan at all on buildings with high vacancy rates. For many reasons, the traditional investor market seems to be essentially non-existent. Buyers are waiting for "blood in the streets" pricing, banks are either not lending or have horrendous underwriting criteria, and many potential buyers with cash are choosing to keep it due to the souring economy. It is not clear at what rate of return an historic building in downtown Bend with significant vacancies and expiring leases would need to be priced to garner a sale. Based on current activity, it appears that at least an 8% capitalization rate using current net operating income will be required on properties that have good leases and low vacancies.

Bend Market Information

Submitted with this letter is a report of current "for lease" office space with available space from 500 to 2000 square feet in Bend (a report for all space to 6000 square feet resulted in too many listings for the system to generate a report; the maximum result field is 200 properties). You will see a trend to significantly lower asking lease rates, with many going below \$1 per foot, and even to "full service" leases that do not recapture NNN costs in addition to rent. Recently many prime west side and downtown spaces have moved to lease rates well below \$1 per foot. You will also note that there are well over 100 properties for lease in that list.

The office "for lease" market in Bend is plummeting downward. The report reflects asking rates, and actual leases are being signed at significantly lower rates. Landlords are approaching tenants and offering across the board rent reductions in advance of renewal. Rents are being converted from NNN leases to Full Service leases at drastically lower total rates. What a few months ago were "teaser" low rates are now the base rates for three and five year leases. Western Title, a more modern downtown office building just offered \$0.69 per foot rates for the first tenants to lease that space. Rents are coming below \$1.00 per foot in highly attractive Mill District, downtown and west side areas.

The current rents do not now and will not in the future cover the debt service. Debt service is currently at \$8,698 per month. Current gross income from existing leases totals \$6,376 for a monthly shortfall of \$2,322. This has resulted in the recently announced Capital Contribution requirement from members of Klondike. Going forward, Klondike (and its members) will be required to fund all cash shortfalls on both loans, and pay all maintenance and related costs of the building not covered through NNN recovery. It is

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Exhibit F-3

entirely possible that the building will go over 50% vacant this year, with no assurance of how quickly, if at all, it can be leased up. All rents will most likely have to be significantly reduced on renewal to retain even the tenants currently in place.

Value Analysis

Attached to this letter are copies of two analyses of net operating income, each based on a different set of assumptions or perspectives. All assume that current market rents are now no more than \$0.89 to \$0.99 per foot NNN (except Allstate, whose lease is not a NNN lease) for space within the Odd Fellows Building. These rates are fair and reasonable in my professional opinion, and take into account a rate intended to fill the spaces in a reasonably short period of time, but are not "give away" rates.

In the current market, underwriters and investors would use current market rents with signed long term leases with credit worthy tenants as a basis for investment analysis. Here, we have no long term leases, and the continued viability of our remaining tenants may prove suspect. The Investor or Underwriter approach is approximated in the report titled "Market Investor Underwriter Analysis" and that valuation, in my opinion, best represents what a third party buyer in the current market would be likely to offer for the Property. Utilizing a capitalization rate of 8%, and applying that rate to net operating income based on those tenants who have not voiced any intention (yet) to depart, and adjusting those rents to market, the resulting value is \$400,228. Unfortunately, that price is not sufficient to cover the outstanding debt on the property.

The second analysis, titled "Market Rent, 11% Vacancy" applies current market rents and a vacancy rate of 11%, which rate is very generous to the Landlord in the current market, but is still less than the Property's current vacancy rate. This rate reflects the vacancy rate for commercial office space in downtown Bend as reported by Compass Commercial in their 4th Quarter 2008 survey. The rate is lower than the overall vacancy rate for office space in Bend, and in my opinion understates the actual vacancy rate for downtown, especially as reflected since the turn of the year. The analysis applies rent rates that reflect the high side of projected market rents for the various spaces within the building. Other than the existing lease to Allstate, the rents are stated as NNN rents; it may be necessary to adjust the rents to "full service" or "modified gross" leases at prices per foot similar to the stated rents. The value determined utilizes a capitalization rate based on projected operating income. Again, we feel the income numbers are more than fair, and could well prove high. The capitalization rate of 7.75 is also quite fair for an older property with expiring leases in a downward spiraling economy; most analysts in this market would require at least an 8% rate given the building, the leases, and the market. There is an adjustment for a 6 month rent up period to obtain leases for the two currently vacant spaces and the space for which the Tenant has already indicated a desire to downsize. This period may or may not be sufficient to obtain tenants and get to 11% vacancy, and other tenants may elect not to renew later in the year. All told, the analysis provides a value for the property that is likely to be more generous than a market appraisal.

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Exhibit F-3

Value Analysis	Property Value	Value Net of Debt	Membership Value
Investor Underwriter	\$400,228	\$(229,772)	\$(145,491)
11% Vacancy	\$669,247	\$39,247	\$24,851

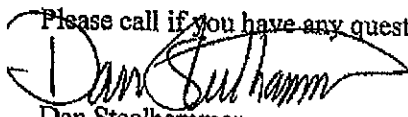
Operating Agreement

Also submitted with the Letter of Intent is a copy of the Klondike operating agreement. Please note the provisions governing purchase in the event a required capital contribution is not made. By our understanding, notice of a required capital contribution was sent on February 2009, with only Barbara Tyler and Stephanie Studebaker making the contribution. Thus, Sellers are in default under the Operating Agreement, triggering the purchase rights set forth in Section 9 of the operating agreement. The Operating Agreement sets forth a specific procedure for acquisition under the circumstances. The purchase price of your interest under the terms of the Operating Agreement would be 80% of appraised value, payable 20% down with the balance amortized over 15 years bearing interest at prime plus 1%. Although they appear to have the opportunity to enforce the terms of the operating agreement, Stephanie Studebaker has elected instead to present the offer contained in the attached Letter of Intent, without discount and without amortization. If you are unwilling or unable to accept the enclosed offer, Buyer would welcome a fair market value appraisal, and are more than willing to comply with the terms of the Operating Agreement, so long as that process occurs soon enough to allow Buyers to preserve their position in the property on terms acceptable to them.

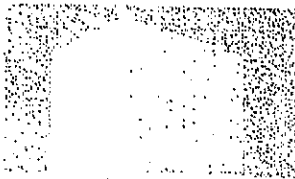
Offer to Purchase

Ms. Studebaker is making an offer based on the value determined in the 11% Vacancy analysis, a purchase price that they are comfortable will be at or well above an appraisal in the current market. The offer is to assume all the debt (\$630,000 total or, based on your pro rata interest in Klondike, \$399,042) and pay an additional \$24,851 to the Selling members, for a total value to the selling members of \$423,893. The offer is based on an overall current value of the building of \$669,247. As you can appreciate from the market information provided, the appraised value could be significantly lower. The offer represents a realistic assessment of value based on current market rents, vacancies and supply, a favorable capitalization rate, and is intended to be fair to all. And the offer does not include the "discount" and terms available to Buyer under the Operating Agreement.

Please call if you have any questions.


Dan Steelhammer
Broker

BEND OFFICE:
REDMOND OFF



place"
FAX: 541.389.6831
FAX: 541.548.9103

Exhibit F-3

Hi Partners,

We need to have a cash infusion to Klondike due to the vacancies that are coming up. The Chiro (Center for Life) is out of his lease on April 1st. Skyline Mortgage is out of his lease on 7/20/09. Both tenants have told us they intend to discontinue the lease and move. I have attached the 2009 cash flow projection and the current rent roll. This email is your 30-day written notice to make this required cash contribution by Friday March 11, 2008. On this day, February 10, 2009, this required capital contribution was approved by the majority of the members.

Capital Call Required for Negative Cash Outlay		36,049.21	12/31/09 Projected Negative Cash Bal
Cash Reserves		16,000.00	
Total Capital Call		50,049.21	
18.33%	Member Capital-Barbara Tyler	9,174.02	
18.33%	Member Capital-S. Studebaker	9,174.02	
5.68%	Member Capital-Tim Larkin	2,782.74	
28.89%	Member Capital - Brian Stevens	14,459.22	
28.89%	Member Capital - Mark Neuman	14,459.22	
100.00%	Total	50,049.21	

*Contributions were not made
Cessation Event
Article 9*

Thanks,
Stephanie Studebaker, Manager/Member Klondike Point, LLC

Stephanie Studebaker, CPA

Tyler & Studebaker CPA's LLP
265 NW Franklin Avenue
Bend, OR 97701
541.382.5020 541.382.2923 fax

www.tylerstudebaker.com

*x Stephanie Studebaker
Stephanie Studebaker Member
Manager*

*x M. A. Neuman
Mark Neuman Member*

Barbara Tyler Member

Pursuant to IRS Circular 230 - This written advice is not intended or written to be used, and it can not be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

Confidentiality Notice - This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Letter of Intent to Purchase

Buyer: Stephanie Studebaker, or her assigns.

Sellers: Brian Stevens, Mark Neuman, and Tim Larkin

Recitals: Buyer and Sellers currently are members of Klondike Square LLC, an Oregon limited liability company, with ownership interests as follows:

Brian Stevens	28.885%
Mark Neuman	28.885%
Barbara Tyler	18.33%
Stephanie Studebaker	18.33%
Tim Larkin	5.55%

See the "Operating Agreement" Exhibit A attached, and incorporated here by this reference. Klondike Square LLC, ("Klondike") is a single purpose entity formed to own certain real property and improvements commonly known as "the Odd Fellows Building" located at 265 NW Franklin Boulevard in Bend, Deschutes County, Oregon (the "Property"). The Property consists primarily of a multi-tenant building which Klondike leases as its sole source of income. Klondike is also the borrower under two loans secured by the Property, one to Frank Ruegg ("Ruegg") with an approximate outstanding balance of \$520,000, and a second to Columbia River Bank ("Bank") with an approximate remaining balance of \$110,000. Accordingly, the total outstanding debt secured by the Property as of the date hereof is approximately \$630,000. Personal guarantees by all members of Klondike were also given to secure the two loans.

Offer to Purchase: Buyer hereby offer to purchase the entirety of Sellers' interest in Klondike for a purchase price of \$423,893, payable by Buyer assuming all of Sellers' interest in Klondike's obligations under the outstanding loans, assuming all of Sellers' interest in Klondike's obligations under any and all leases appurtenant to the Property, and paying to Sellers the sum of \$24,851 in cash, to be allocated among the Sellers pro rata. All commissions and fees owing to Windermere Commercial (WCORE LLC) shall be the responsibility of Buyer.

Conditions of Sale: This offer is subject to Buyer obtaining written approval by Ruegg and Bank of the change in ownership, any possible new financing, and approval of Buyer' attorneys. Buyer will have twenty days following Sellers' acceptance to obtain the appropriate approvals. The offer is not contingent on Ruegg or Bank releasing Sellers from any personal guarantees, however, Buyer will use commercially reasonable efforts to obtain such releases. This offer is for the entirety of Sellers' interest in Klondike, and no partial sale or transfer will be accepted.

Closing of Sale: The sale of Sellers' interest will close within 20 days following acceptance of the offer by Sellers, or as soon thereafter as a mutually agreeable Purchase

Exhibit F-3

Agreement can be prepared by Buyer' attorneys, and necessary approvals from lenders and courts is provided. Closing will occur at Amerititle in Bend.

Cost of Closing. All costs of closing this sale shall be shared on a pro rata basis by the parties.

Approval of Bankruptcy Court: It shall be an express condition of closing that Sellers obtain any and all necessary approval of the transfer of Sellers interest in Klondike from the Bankruptcy Court in the matter of the Bankruptcy Petition of Summit Accommodators.

Letter of Intent: This offer is intended as a letter of intent only, and is not binding upon the parties. However, it is intended to outline the basic elements of an offer to purchase from which a formal purchase agreement can be mutually agreed upon. Only a mutually agreed upon and fully executed purchase and sale agreement will be binding upon the parties. By signing below the parties agree to use their best efforts to negotiate toward such a purchase agreement in a timely manner.

Time for Response: This offer shall remain in force until April 30, 2009, after which it will be deemed withdrawn.

It is so agreed by:

Buyer

Stephanie Studebaker
Stephanie Studebaker

Date: 4/15/09

Sellers

Brian Stevens

Date: _____

Mark Neuman

Date: _____

Tim Larkin

Date: _____

Exhibit F-3

Odd Fellows Building
 Operating Income Analysis
 Projected Market Rents, 11% Vacancy

Scheduled Income	size	rate per ft*	monthly rent	6 mo. Rent up
100 Allstate	591	1.15	\$679.65	
101 Tyler & Studebaker CPA	1532	0.99	\$1,516.68	
103 Vacant	568	0.89	\$505.52	
200 Soltz Appraisal	714	0.89	\$635.46	\$3,033.12
201 Skyline Mtge (wants to downsize)	1050	0.99	\$1,039.50	\$6,237.00
202 Celadon	683	0.99	\$676.17	
203 Vacant	693	0.99	\$616.77	
Total	5831		\$5,669.75	\$3,700.62
annual rent			\$5,669.75	
Less Vacancy at 11%	0.11		\$68,037.00	
Effective Gross Income			(\$7,484.07)	
			\$60,552.93	
Expenses				
Reserve for replacement 3%	0.03	\$1,816.59		
Suite 100 allocation of NNN	0.4	\$2,836.80		
Management	0.05	\$3,027.65		
Lease Commissions		\$0.00		
		\$7,681.03	(\$7,681.03)	
Net Operating Income			\$52,871.90	
Value based on cash flow	8%		\$660,898.70	
Less Discount for rent up period	7.75%		\$682,218.01	
Offering Amount			(\$12,970.74)	
			\$669,247.27	

* rate assumes plus NNN except 100

Exhibit F-3

Odd Fellows Building
 Franklin Ave., Bend
 Income Stream Analysis
 "Market Investor / Underwriter Analysis"

Scheduled Income	<u>size</u>	<u>rate per ft*</u>	<u>monthly rent</u>
100 Allstate	591	1.15	\$679.65
101 Tyler & Studebaker CPA	1532	0.99	\$1,516.68
103 Vacant	568	0.99	\$0.00
200 Sollitz Appraisal	714	0.99	\$706.88
201-Skyline Mtge (wants to downsize)	1050	0.99	\$0.00
202 Celadon	683	0.99	\$676.17
203 Vacant	693	0.99	\$0.00
Total	5831		\$3,579.36
annual rent			\$42,952.32
Less Vacancy at 10%	0.1		(\$4,295.23)
Effective Gross Income			\$38,657.09
Expenses			
Reserve for replacement 3%	0.03	\$1,159.71	
Suite 100 allocation of NNN	0.4	236.4	
Management	0.05	\$1,932.85	
Lease Commissions		\$0.00	
		\$3,328.97	(\$3,328.97)
Net Operating Income			\$35,328.12
Value based on cash flow			
	8%		\$441,601.51
	7.50%		\$471,041.81

* rate assumes plus NNN except 100

Exhibit F-4

Case 08-37031-rld11 Claim 117-1 Part 2 Filed 06/09/09



REDACTED

1600 Pioneer Tower
888 SW Fifth Avenue
Portland, Oregon 97204
503.221.1440

Invoice # 1436652

034799-01001

Page 3

<u>DATE</u>	<u>DESCRIPTION</u>	<u>INIT</u>	<u>TIME</u>
04/10/09	E-mail Messrs. Rose and Padrick regarding a conference call to discuss Debtor's potential claims against third parties (.1)	HBB	.10
04/10/09	Review memorandum regarding status of recovery efforts (.2); draft e-mail to Mr. Vanden Bos regarding Boulder property (.3); REDACTED (.1); review e-mail regarding information from Mr. Cardol (.1); telephone conference with Mr. Padrick, Mr. Rose and Ms. Bjerk regarding potential claims against third parties (.7)	L S	1.40
04/13/09	Revise stipulated order with Umpqua Bank, and emails with Mr. Johnson regarding same (.3)	DSA	.30
04/15/09	Conference call with Mr. Simson, Mr. Hedberg and Mr. Padrick regarding claims against Umpqua and shareholders (.8); emails with Mr. Hansen and Ms. Buell regarding Deschutes County case (.1); telephone call with Mr. Hansen and follow up email to counsel (.5)	DSA	1.40
04/15/09	Review e-mail from Mr. Vanden Bos regarding Boulder house (.1); REDACTED (.6); review letter from Mr. Johnson and draft order regarding Umpqua discovery (.2); draft e-mail to Mr. Aman regarding same (.1)	L S	1.00
04/16/09	Review REDACTED (.3)	L S	.30
04/17/09	Draft detailed summary of litigation and related matters REDACTED (2.1); emails and telephone call with Mr. Simson regarding status of litigation and insurance matters (.2)	DSA	2.30
04/17/09	Review draft e-mail REDACTED (.2)	L S	.20
04/20/09	Conference call with REDACTED (1.5); telephone messages and emails to and from Mr. Hansen regarding REDACTED (.1); telephone call with Mr. Hickey (Cardol's counsel) regarding status of document response and protective order (.1); advise Mr. Weiss regarding status of litigation in relation to insurance claims (.1)	DSA	1.80
04/20/09	Contact vendor about preparing and delivering copies of the Hurley documents to Mr. Rose (.4)	KLB	.40
04/21/09	Analyze issues, REDACTED (.2); conference call with counsel concerning potential claims on behalf of creditors (.8); study binder of documents retrieved from Summit files concerning dealings with Umpqua (2.7)	DSA	3.70
04/21/09	E-mail Mr. Rose about delivery of Hurley Re documents (.2)	KLB	.20
04/21/09	Conference with Mr. Padrick regarding REDACTED (.3)	L S	.30
04/22/09	Telephone conference with Mr. Padrick regarding REDACTED (.3); review offer to purchase interests in Klondike Point LLC (.2); conference with Mr. Aman regarding REDACTED (.2); review numerous e-mails and documents regarding relationships with Umpqua Bank (2.6)	L S	3.30

PLEASE RETURN ONE COPY WITH PAYMENT

EMPLOYER IDENTIFICATION NUMBER: 93-0633194

THIS STATEMENT MAY NOT INCLUDE EXPENSE ITEMS FOR WHICH WE HAVE NOT YET BEEN BILLED, OR REFLECT PAYMENTS RECEIVED AFTER THE STATEMENT DATE. A LATE CHARGE OF 9% PER ANNUM (3/4% PER MONTH) WILL ACCRUE ON INVOICES UNPAID AFTER 30 DAYS.

Exhibit F-5



Phone: (503) 988-2200
Fax: (503) 378-4381

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327
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Articles of Amendment/Dissolution—Limited Liability Company

Check the appropriate box below:

- ARTICLES OF AMENDMENT
(Complete only 1, 2, 3, 6, 7)
- ARTICLES OF DISSOLUTION
(Complete only 4, 5, 6, 7)

REGISTRY NUMBER: 253247-99

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

ARTICLES OF AMENDMENT ONLY

1) ENTITY NAME

Klondike Point, L.L.C.

2) THE FOLLOWING AMENDMENT(S) TO THE ARTICLES OF ORGANIZATION IS MADE HEREBY. (State the article number(s) and set forth the article(s) as it is amended to read.)

Article II. The Company shall be manager-managed.

3) PLEASE CHECK THE APPROPRIATE STATEMENT

This amendment was adopted by the manager(s) without member action. Member action was not required.

Date of adoption of each amendment: _____

This amendment(s) was approved by the members. 63.32 percent of the members approved the amendment(s).

Date of adoption of each amendment: 6-4-09

ARTICLES OF DISSOLUTION ONLY

4) NAME OF LIMITED LIABILITY COMPANY _____

5) DATE OF DISSOLUTION _____

6) EXECUTION (Must be signed by at least one member or manager.)

Signature

Kevin D. Padrick

Printed Name

Kevin D. Padrick

Title

Manager

7) CONTACT NAME (To resolve questions with this filing.)

Anita Crowther, Paralegal

DAYTIME PHONE NUMBER (Include area code.)

503-802-5718

FEEES

Required Processing Fee \$50
Confirmation Copy (Optional) \$5
No Fee for Member/Manager Change Only

Processing Fees are nonrefundable.

Please make check payable to
"Corporation Division."

NOTE:

Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

Exhibit F-6



David S. Aman
Admitted to practice in Oregon

1800 Pioneer Tower
888 SW Fifth Avenue
Portland, Oregon 97204
503.221.1440

503.802.2053
Fax: 503.972.3753
david.aman@tonkon.com

June 23, 2009

VIA E-MAIL

Robert Opera
Winthrop Couchot PC
660 Newport Center Drive
Fourth Floor
Newport Beach, CA 92660

Re: Stephanie Studebaker and Related Issues

Dear Robert:

I am responding in part to your e-mails to my partner David Petersen on June 4, 2009 regarding Klondike Point, LLC ("Klondike"), and on June 15, 2009 regarding Century Drive Mobile Home Park, LLC ("Century"). In those e-mails, you asserted that your firm represents both Klondike and Century "for the purpose of addressing any differences that [they] may have with Kevin Padrick, acting in his capacity as Liquidating Trustee for Debtor Summit Accommodators, Inc." This firm represents the Trustee.

I enclose for your records copies of memoranda of action of the members of both Klondike and Century, removing the current managers of those companies and appointing the Trustee as the manager of each company. On behalf of the Trustee, acting as manager of both Klondike and Century, you are notified that you are terminated as legal counsel for either company, effective immediately. The Trustee requests that you send your files regarding representation of both companies to his attention at 10260 SW Greenburg Road, Suite 1150, Portland, OR 97223 as soon as possible.

Additionally, it is unclear from your correspondence whether or not you represent Ms. Stephanie Studebaker personally in connection with her investments in Klondike and Century or otherwise. If you do represent her, enclosed please find two separate sets of requests for documents that we intend to seek through Rule 2004 examinations in connection with the Summit bankruptcy proceeding. One of the requests seeks documents from Ms. Studebaker personally and the other seeks documents from her CPA firm. I would like to confer with you on these requests as soon as possible if you represent Ms. Studebaker. If you do not, please let me know immediately and we will direct the enclosed examination requests to her directly.

Exhibit F-6

Robert Opera
June 23, 2009
Page 2

Thank you for your attention to these matters.

Best regards,



David S. Aman

DSA/djp

Enclosures

copy (by e-mail):

Mr. Kevin D. Padrick

Mr. Ewan W. Rose

Mr. David J. Petersen

034894/00001/1637727v1

Exhibit F-6

**MEMORANDUM OF ACTION OF THE MEMBERS
OF CENTURY DRIVE MOBILE HOME PARK, LLC**

WHEREAS, the undersigned holds 80.8% of the membership interests in Century Drive Mobile Home Park, LLC, an Oregon limited liability company (the "Company") pursuant to that certain Order on Trustee's Motion for Partial Summary Judgment Regarding Ninth Claim for Relief for Turnover Pursuant to 11 U.S.C. § 542 dated May 4, 2009, issued by the United States Bankruptcy Court for the District of Oregon in *In re Summit Accommodators, Inc.*, Case No. 08-37031-rld11;

WHEREAS, Section 4.2 of the Operating Agreement states that Managers shall be elected and removed by a vote of Members holding not less than 51% of the total Units of the Company at a meeting called for that purpose, which can be called by Members holding not less than 50% of the Units of the Company;

WHEREAS, Section 4.5.3 of the Operating Agreement states that any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by the percentage of Members required to take the action at issue, and the consent is included in the minutes or filed with the Company's records of meetings; and

RESOLVED, THEREFORE, that pursuant to Sections 4.2 and 4.5.3 of the Operating Agreement, the undersigned, in his capacity as Member of the Company holding at least 51% the total Units of the Company, remove all the current Managers, effective immediately;

FURTHER RESOLVED that pursuant to Sections 4.2 and 4.5.3 of the Operating Agreement, the undersigned elects Kevin D. Padrick, in his capacity as Liquidating Trustee for the Summit Accommodators Liquidating Trust, as Manager of the Company, effective immediately;

FURTHER RESOLVED, that in his capacity as Manager of the Company, the undersigned appoints himself as Operations Manager of the Company and as Operations Manager under that certain Tenancy-In-Common Agreement between the Company and James C. Hull dated July 31, 2008 regarding the real property in Deschutes County, Oregon described therein;

FURTHER RESOLVED, that this consent be included in the minutes of the Company or filed with the Company's records of meetings;

FURTHER RESOLVED, that the Manager is authorized to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such instruments as he, in his discretion, deems necessary or advisable in order to carry out the purpose and intent of the foregoing resolution; and it is

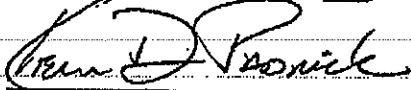
MEMORANDUM OF ACTION OF THE MEMBERS OF CENTURY DRIVE MOBILE
HOME PARK, LLC

Page 1

Exhibit F-6

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby in all respects approved and ratified.

DATED: June __, 2009



Kevin D. Padrick

Liquidating Trustee for the Summit Accommodators Liquidating Trust

034894/00001/1637797v1

MEMORANDUM OF ACTION OF THE MEMBERS OF CENTURY DRIVE MOBILE
HOME PARK, LLC

Page 2

Exhibit F-6

MEMORANDUM OF ACTION OF THE MEMBERS
OF KLONDIKE POINT, L.L.C.

WHEREAS, the undersigned holds 63.32% of the membership interests in Klondike Point, L.L.C, an Oregon limited liability company (the "Company") pursuant to that certain Order on Trustee's Motion for Partial Summary Judgment Regarding Ninth Claim for Relief for Turnover Pursuant to 11 U.S.C. § 542 dated May 4, 2009, issued by the United States Bankruptcy Court for the District of Oregon in *In re Summit Accommodators, Inc.*, Case No. 08-37031-rid11;

WHEREAS, Section 4.2 of the Operating Agreement states that Managers shall be elected and removed by a vote of Members holding not less than 60% of the total Units of the Company at a meeting called for that purpose, which can be called by Members holding not less than 40% of the Units of the Company;

WHEREAS, Section 4.5.3 of the Operating Agreement states that any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by the percentage of Members required to take the action at issue, and the consent is included in the minutes or filed with the Company's records of meetings; and

WHEREAS, Section 4.3.3 of the Operating Agreement states that the Articles of the Company may be amended only on a vote of Members holding not less than 60% of the Units of the Company;

RESOLVED, THEREFORE, that pursuant to Sections 4.2 and 4.5.3 of the Operating Agreement, the undersigned, in their capacity as Members of the Company holding at least 60% the total Units of the Company, remove all the current Managers, effective immediately;

FURTHER RESOLVED that pursuant to Sections 4.2 and 4.5.3 of the Operating Agreement, the undersigned elects Kevin D. Padrick, in his capacity as Liquidating Trustee for the Summit Accommodators Liquidating Trust, as Manager of the Company, effective immediately;

FURTHER RESOLVED, that the Manager shall take the necessary steps to amend the Company Articles to reflect that the Company is manager-managed;

FURTHER RESOLVED, that this consent be included in the minutes of the Company or filed with the Company's records of meetings;

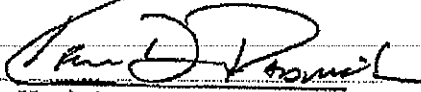
FURTHER RESOLVED, that the Manager is authorized to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver and file any and all such instruments as he, in his discretion, deems necessary or advisable in order to carry out the purpose and intent of the foregoing resolution; and it is

MEMORANDUM OF ACTION OF THE MEMBERS OF KLONDIKE POINT, L.L.C.
Page 1

Exhibit F-6

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby in all respects approved and ratified.

DATED: June 4, 2009



Kevin D. Padrick

Liquidating Trustee for the Summit Accommodators Liquidating Trust

034799/00001/1593531v1

Exhibit F-7

E-MAIL TO:

DAVID AMAN

June 26, 2009

Re: *Klondike Point, LLC*

David:

This e-mail is in response to your June 23, 2009 e-mail to me with respect to Klondike Point, LLC ("Klondike"). I will respond, by separate e-mail, to your comments regarding Century Drive Mobile Home Park, LLC.

By this e-mail, we address (i) the management rights asserted by Liquidating Trustee Kevin Padrick ("Trustee") with respect to Klondike, and (ii) the Trustee's ignoring the offer made by Stephanie Studebaker to purchase the Trustee's interests in Klondike.

1. Trustee's Purported Management Rights. By your e-mail, on behalf of the Trustee, you provide to me a copy of a Memorandum of Action of the Members of Klondike, purporting to remove the Managers of Klondike and appointing the Trustee as the Manager of Klondike, and purporting to terminate my law firm as counsel for Klondike. The Trustee's actions in this regard are improper, and violate the provisions of the Operating Agreement of Klondike, as well as applicable Oregon law.

Ms. Studebaker and Barbara Tyler are the duly-appointed and acting Managers of Klondike, in accordance with the provisions of the Operating Agreement of Klondike. Ms. Studebaker has acted as a Manager of Klondike since January 1, 2005, and Ms. Tyler has acted as a Manager of Klondike since January 1, 2009.

Klondike acknowledges that, pursuant to an order entered by the Bankruptcy Court in the Summit Chapter 11 case, Brian Stevens, Mark Neuman and Tim Larkin (collectively, "Summit Members") transferred to the Summit estate their interests in Klondike. The effect of the Summit Members' transfer of their interests in Klondike is very clear: they were able to transfer to the Summit estate only their economic interests in Klondike, and not any management rights or other rights as members of Klondike. In this regard, please take note of the following:

a. Section 8.1 of the Operating Agreement provides that any transfer of a member's interest in Klondike is "prohibited," and that no member may transfer his interest in Klondike. Section 8.3.1 of the Operating Agreement provides that the transferee of a member's interest will not be admitted as a substitute member without the unanimous written consent of the non-transferring members. Such consent has not been obtained by the Trustee, and will not be given either by Ms. Studebaker or by Ms. Tyler.

b. Oregon law is clear that the Summit Members' transfer of their interests to the Trustee allows the Trustee to have recourse only to the members' economic interests in Klondike, and that the Trustee does not become, as a result of such transfer, a member in Klondike or obtain any right to participate in the

Exhibit F-7

governance of Klondike. See, O.R.S. 63.259 (“Rights of judgment creditor against a member. On application to a court of competent jurisdiction by any judgment creditor of a member, the court may charge the membership interest of the member with payment of the unsatisfied amount of the judgment with interest. To the extent so charged, the judgment creditor has only the rights of an assignee of the membership interest.”). The Trustee has no greater rights with respect to Klondike than he has under the Operating Agreement and under applicable Oregon law. See, Butner v. United States, 440 U.S. 48 (1979).

c. Pursuant to Section 4.2 of the Operating Agreement, a Manager for Klondike may be elected and removed by a vote of members owning not less than 60% of the ownership interests in Klondike. By the Memorandum of Action, the Trustee asserts that he holds 63.32% of the ownership interests in Klondike, and, accordingly, that he is entitled to appoint himself as Manager. As set forth hereinabove, pursuant to the Operating Agreement and governing Oregon law, the Trustee has no right to vote the interests that were assigned to him by the Summit Members. However, even assuming, for the sake of argument, that the Trustee were entitled to vote the interests of the Summit Members, the Trustee still would not have the requisite votes to appoint himself as the Manager of Klondike. While it may be correct that the Summit Members had at one point an aggregate of 63.32% of the ownership interests in Klondike, they no longer have such ownership interests. By reason of the Summit Members’ failure to make required capital contributions, as of April 30, 2009, the Summit Members had only 58.07% of the ownership interests in Klondike, and Ms. Studebaker and Ms. Tyler had 41.93% of the ownership interests in Klondike. Transmitted for your review is a chart, prepared by Ms. Studebaker, setting forth the ownership interest changes that occurred by reason of the Summit Members’ failure to make the required capital contributions.

Based upon the foregoing, pursuant to the Operating Agreement, the Trustee is not entitled to vote as a member of Klondike, and is not entitled to exercise any management rights under the Operating Agreement. Governing Oregon law is consistent with this result. Moreover, even if the Trustee had the right to participate in the governance of Klondike -- and he does not -- he does not control the percentage of ownership interests in Klondike necessary to appoint himself Manager. The Trustee’s attempt to seize control of management of Klondike, therefore, is blatantly improper, violates the rights of the members of Klondike, and is ineffective.¹

2. Trustee’s Improper Disregard of Purchase Offer. As pointed out in my June 3, 2009 letter to Leon Simson of your office, the Summit Members’ failure to make capital contributions required pursuant to Section 3.3 of the Operating Agreement constitutes a “cessation event” pursuant to Section 9.1(e) of the Operating Agreement. Moreover, pursuant to Section 9.1(g) of the Operating Agreement, the Summit Members’ bankruptcies, as such term is defined in O.R.S. 63.001(3) (“bankruptcy” includes a

¹ I recall that, when the issue of the Trustee’s rights and remedies, as the transferee of the Summit Members’ interests, was raised before the Bankruptcy Court at the April 30, 2009 hearing on the Trustee’s motion to expedite the hearing on his summary judgment motion, the Bankruptcy Court acknowledged, in clear and unequivocal terms, the validity of Klondike’s position regarding the limited rights obtained by the Trustee as a result of such transfer. The Trustee’s acts, then, are directly inconsistent with the Bankruptcy Court’s comments.

Exhibit F-7

member's "seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of the member's properties") also constitutes a cessation event. Pursuant to Section 9.3 of the Operating Agreement, upon the occurrence of a cessation event as to a member of Klondike, the remaining members of Klondike may elect to purchase the units owned by the affected members on the terms set forth in Section 9.5 of the Operating Agreement, at 80% of the value of such units, in accordance with the valuation procedures established by Section 9.4 of the Operating Agreement.

As set forth in my June 3, 2009 e-mail to Mr. Simson, in accordance with the provisions of Sections 9.3, 9.4 and 9.5 of the Operating Agreement, in April 2009, Ms. Studebaker sent to the Summit Members an offer to purchase their respective interests in Klondike ("Purchase Offer"). On April 20, 2009, Ms. Studebaker's counsel sent to Mr. Simson, by overnight mail, a copy of Purchase Offer. By the Purchase Offer, Ms. Studebaker provided to the Trustee extensive information regarding the subject real property and regarding Klondike's financial affairs in order to facilitate the Trustee's ability to evaluate the fairness of the Purchase Offer. By the Purchase Offer, Ms. Studebaker offered to purchase the Summit Members' interests for an amount in excess of any legitimate valuation of such interests. Ms. Studebaker's offer is a fair offer and should be pursued by the Trustee for the benefit of the Summit creditors.

For the past several months, Ms. Studebaker has continued to act diligently, and in accordance with the provisions of the Operating Agreement, to purchase the interests of the Summit Members which have been transferred to the Trustee. While the Trustee received Ms. Studebaker's Purchase Offer more than two months ago, he has not bothered to even respond to her Purchase Offer. Moreover, he has not bothered to respond substantively to my June 3, 2009 e-mail to Mr. Simson, requesting the Trustee's cooperation, in accordance with the provisions of the Operating Agreement, regarding the Purchase Offer. Instead, the Trustee has chosen to employ this brazen "power play," asserting rights to which he clearly is not entitled under the Operating Agreement or under Oregon law. Apparently, the Trustee believes that he somehow is not required to comply with the provisions of the Operating Agreement or Oregon law.

The Trustee's blatant disregard of the rights of the Klondike members will not be tolerated by them. We hereby demand that the Trustee cause you to rescind your June 23, 2009 e-mail and to acknowledge that Ms. Studebaker and Ms. Tyler continue to act as the Managers of Klondike. We demand further that the Trustee address Ms. Studebaker's Purchase Offer, in accordance with the requirements of the Operating Agreement. If the Trustee does not respond to this e-mail by July 2, 2009, Klondike will consider pursuing all appropriate remedies against the Trustee. The Trustee then will have an opportunity to explain to the Bankruptcy Court why he apparently is intent on exceeding his duties as a trustee and on ignoring opportunities to maximize the value of estate assets, to the detriment of the Summit creditors, and to justify to the Bankruptcy Court and to the Summit creditors the value of his services in this regard.

Robert E. Opera

REO:pbw

Exhibit F-7

Ownership Interest Changes

Summit Members	3/12/09		3/12/09	03/12/09	4/30/2009	4/30/09	04/30/09
	Capital	Call	Adjustment	%	Contribution	Adjustment	%
Mark	28.89%	-	-1.25%	27.64%	-	-1.16%	26.48%
Brian	28.89%	-	-1.25%	27.64%	-	-1.16%	26.48%
Tim	5.56%	-	-0.24%	5.33%	-	-0.22%	5.10%
Total	63.34%			60.61%			58.07%
Barbara	18.33%	9,174.02	1.37%	19.70%	-		19.70%
Stephanie	18.33%	9,174.02	1.37%	19.70%	17,000.00	2.53%	22.23%
Total	100%	671,000.00	0.00%	100.00%	671,000.00	0.00%	100.00%

Exhibit F-8

Stephanie Studebaker

From: Stephanie Studebaker
Sent: Wednesday, February 18, 2009 4:28 PM
To: Ryan Norwood
Subject: Here is a spreadsheet for CDMHP
Attachments: Projection012909.xls

This is a project I have done some work on. I have attached a spreadsheet that shows various valuations, the current condition of the park, and the net cash to each member after a sell of 4.5M with 5% commission. It will help you get a sense of this one. On the "current condition of the park" - all the Jim Hull Payments are work that he will be doing for no cost and his portion of the profits he is not getting, due to not enough cash to pay seller finance payments of 19,410/month. He owns 20.17% with no debt and should be getting 20.17% of the profits prior to the debt payments. However, if we aren't able to make the payments to Larry he will take the property and Jim will lose the 900K he used to purchase this 20.17% of the park. We have it listed at 4.5% because that gets his money back. I just had a phone call from a guy who got rude with me on the phone when I told him we can't sell for less than 4.5. The reason Mark and Brian will not have much coming to them is because they paid Inland Corp 292K each from the Jim Hull sell proceeds without paying off any debt owed to Larry Romaine.

Stephanie Studebaker, CPA

Tyler & Studebaker CPA's LLP

265 NW Franklin Avenue

Bend, OR 97701

541.382.5020 541.382.2923 fax

www.tylerstudebaker.com

Pursuant to IRS Circular 230 - This written advice is not intended or written to be used, and it can not be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

Confidentiality Notice - This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Exhibit F-9

E-MAIL TO:

DAVID PETERSEN

PRIVILEGED AND CONFIDENTIAL
SETTLEMENT COMMUNICATION

June 15, 2009

Re: Century Drive Mobile Home Park, LLC

Mr. Petersen:

My law firm represents Century Drive Mobile Home Park, LLC ("Century Drive") for the purpose of addressing any differences that it may have with Kevin Padrick, acting in his capacity as Liquidating Trustee for Debtor Summit Accommodators, LLC ("Debtor"). The purpose of this e-mail is to address the disposition of the Debtor's interests in Century Drive.

A. Background of Century Drive.

Century Drive is an Oregon limited liability company. The members of Century Drive, and their respective ownership interests in Century Drive, are as follows:

Mark Neuman	35.40%
Brian Stevens	35.40%
Neuman Family LLC	9.20%
Stephanie Studebaker	10.00%
Tim Larkin	10.00%

Ms. Studebaker and Jim Hull are the duly-appointed and acting Managers of Century Drive, in accordance with the provisions of that Operating Agreement of Century Drive Mobile Home Park, LLC ("Operating Agreement"). Ms. Studebaker was appointed as a Manager of Century Drive pursuant to the Operating Agreement. Transmitted for your review is that Resignation, dated January 1, 2009, by which Mr. Neuman resigned as the other Manager of Century Drive and an Action by Written Consent and Resolutions of Century Drive by which Mr. Hull was elected as the other Manager of Century Drive.

In or about October 2005, Century Drive purchased from Larry J. Romaine and Judy A. Romaine, as trustees of the Larry J. and Judy A. Romaine Revocable Trust UDT 10/2/97 ("Romaine Trust"), that real property improved with a mobile home park commonly known as "Century Drive Mobile Home Park" ("Property"). The purchase price for the Property was \$3,500,000, with the Romaine Trust carrying back a promissory note in the original principal amount of \$3,123,500 ("Note") secured by a first-priority deed of trust encumbering the Property ("Deed of Trust"). I am advised that Century Drive now owes, on account of the Note, the amount of approximately \$3,064,000, and that the debt service with respect thereto is approximately \$19,410.41 per month (approximately \$232,924.92 per year).

Exhibit F-9

On or about July 31, 2008, Century Drive and Mr. Hull entered into that Tenancy-in-Common Agreement ("TIC Agreement"), pursuant to which Century Drive and Mr. Hull became co-owners of the Property, in accordance with the terms and conditions of the TIC Agreement. In exchange for a payment by Mr. Hull in the amount of \$900,000, Mr. Hull obtained, pursuant to the TIC Agreement, a 20.17% undivided ownership interest in the Property.¹ Pursuant to Section 2.2 of the TIC Agreement, Century Drive agreed that Mr. Hull's interest in the Property would be free and clear of the obligations owed under the Note and the Deed of Trust encumbering the Property, and that Century Drive, and its respective members, would hold Mr. Hull harmless from any costs or expenses of any kind or nature relating to the Note and the Deed of Trust, and that Mr. Hull's proportionate share of the income and expense generated by the Property, and any distributions made to Mr. Hull with respect to the Property, would not be reduced by any payments due and owing on account of the Note and the Deed of Trust. A copy of the TIC Agreement is transmitted for your review.

As a result of the TIC Agreement, Century Drive owns 79.83% of the Property and Mr. Hull owns 20.17% of the Property. Taking into account the Century Drive members' interests in Century Drive, the ownership interests in the Property effectively are as follows:

Jim Hull	20.17%
Mark Neuman	28.26%
Brian Stevens	28.26%
Neuman Family LLC	7.34%
Stephanie Studebaker	7.98%
Tim Larkin	7.98%

B. Cash Flow Difficulties/Capital Call.

Century Drive has experienced, and is now experiencing, cash flow difficulties. The operating expenses of the Property and the debt service associated with the Property together are significantly greater than the income generated by the Property.

On December 28, 2008, pursuant to the provisions of Section 3.3 of the Operating Agreement, Ms. Studebaker, as a Manager of Century Drive, sent to each of the members of Century Drive a capital call so that Century Drive could obtain cash sufficient to pay its accruing obligations, including its debt service obligations. Pursuant to such capital call, Ms. Studebaker projected that Century Drive would need to obtain from the members of Century Drive capital contributions for 2009 in the aggregate amount of \$86,414.03, allocated as follows:

Stephanie Studebaker	10% (\$8,641.40)
Tim Larkin	10% (\$8,641.40)
Mark Neuman	40% (\$34,565.61)
Brian Stevens	40% (\$34,565.61)

¹ It is my understanding that Messrs. Stevens and Neuman used the proceeds that they received from Mr. Hull to pay obligations owed to Inland Capital. I am advised that these proceeds were supposed to have been held by them to fund future capital contributions by them.

Exhibit F-9

A copy of Ms. Studebaker's December 28, 2008 e-mail making such capital call is transmitted herewith for your review.²

It is my understanding that an initial capital contribution in the aggregate amount of \$8,473.90 was made by the members of Century Drive, but that Messrs. Neuman, Larkin and Stevens (collectively, "Summit Members") thereafter did not make the required capital contributions.

Pursuant to Section 9.1 of the Operating Agreement, a failure by any member of Century Drive to make a required capital contribution pursuant to Section 3.3 constitutes a "cessation event." Pursuant to Section 9.3 of the Operating Agreement, upon the occurrence of a cessation event as to a member, the member is thereafter treated as a mere creditor of Century Drive (Section 9.3.1) and the member's membership rights lapse (Section 9.3.2(a)). Moreover, pursuant to Sections 9.3, 9.4 and 9.5 of the Operating Agreement, the remaining members of Century Drive may elect to purchase the units owned by the affected members on the terms set forth in Section 9.5 of the Operating Agreement, at 80% of the value of such units, in accordance with the valuation procedures established by Section 9.4 of the Operating Agreement.

C. Summit Members' Interests in Century Drive Are Valueless.

The Summit Members' interests in Century Drive appear to be of no value to the Debtor's estate. In this regard, please consider the following³:

1. Property Generates Insufficient Cash Flow. As set forth hereinabove, the Property does not generate cash flow sufficient to pay the accruing obligations of the Property. To address the cash shortages on an interim basis, Mr. Hull and Ms. Studebaker have agreed to the following: Mr. Hull is deferring payment of the share of the income generated by the Property to which he is entitled pursuant to the TIC Agreement; Mr. Hull is deferring payment of the fees in which he is entitled for performing onsite property management and for performing most of the repairs and maintenance to the Property; and Ms. Studebaker is deferring payment of the fees to which she is entitled for bookkeeping services and office management services. While Mr. Hull and Ms. Studebaker now are providing such accommodations to Century Drive, they are not prepared to do so indefinitely. Furthermore, Ms. Studebaker believes that, within the next several years, substantial capital improvements will need to be made to the Property, such as the need to make extensive upgrades to, or to replace, the sewer system for the Property. The only means for Century Drive to pay its accruing debt

² The allocation of the capital contributions was based upon the Century Drive members' respective percentages of the debts of Century Drive, as determined by their respective capital accounts. It is my understanding that the Neuman Family LLC was not responsible for making any capital contributions. The Neuman Family LLC is entitled to receive 7.34% of the profits of Century Drive, but is liable for only 3.22% of the debts of Century Drive (this is the case because the Neuman Family LLC invested the most cash in connection with the purchase of the Property). The Neuman Family LLC has a positive capital account relative to the other members of Century Drive, and, therefore, it was proper to impose upon the other members of Century Drive the obligation to make the capital contributions. Furthermore, no capital call was made on Mr. Hull. Mr. Hull was not and is not a member of Century Drive, and, accordingly, is not liable for any capital call; also, pursuant to the TIC Agreement, Mr. Hull is not responsible for paying any of the obligations of Century Drive with respect to the Note and the Deed of Trust.

³ It is my understanding that, in February 2009, Ms. Studebaker provided to Obsidian extensive financial reporting regarding the Property and regarding Century Drive.

Exhibit F-9

service and other accruing obligations associated with the Property, and thereby preserve the Property, is for the members of Century Drive to contribute cash from their own personal resources. However, the Summit Members have shown no inclination to make the required capital contributions to Century Drive. Without such capital contributions, the Property is not viable.

2. The Property Has No Equity. The Property has no current value, and it is likely that, for the foreseeable future, the Property will have no value for the Debtor's estate.

a. No Current Value. Ms. Studebaker has advised me that, since about February 4, 2009, Century Drive has listed the Property with Brian Fratzke of Fratzke Commercial Real Estate, a prominent real estate brokerage firm located in Bend, Oregon. Century Drive has received about six offers for the Property, ranging from about \$1,000,000 to \$2,650,000. These sale figures are not even sufficient to pay the secured debt owed to the Romaine Trust with respect to the Property. A sale price of \$2,650,000 -- the highest of the sale offers -- would be disbursed as follows:

Sale Price		\$2,650,000
Commission (6%)		(\$159,000)
Net Sale Price		\$2,491,000
Mr. Hull's Share	(20.17%)	(\$534,505)
Century Drive's Share	(79.83%)	\$1,988,565
Less Debt Owed to the Romaine Trust		(\$3,064,000)
Shortfall to Be Paid by Century Drive		\$1,075,435

Clearly, then, even at the highest of the sale offers, the Property has no current value.

b. No Value for Foreseeable Future for the Debtor's Estate. If the real estate market improves dramatically over the coming years, it is possible that the Property could be sold for an amount sufficient to pay the debts associated with the Property. Ms. Studebaker believes that, if the Property is retained for at least about five years, the value of the Property may appreciate to as much as \$2.5 million to \$4.6 million.⁴ However, even with such a substantial increase in value of the Property, it appears that the Debtor's estate would have little or no meaningful interest in the proceeds from a sale of Property. Using the higher range of valuations would yield distributions as follows:

⁴ Transmitted for your review is an analysis, prepared by Ms. Studebaker, of the projected value of the Property in five years. Using cap rates from 5% to 9%, and taking into account projected pay-downs of principal owed to the Romaine Trust and assumed annual increases in rents, yields values of the Property ranging from about \$2.5 million to about \$4.6 million.

Exhibit F-9

Sale Price		\$4,600,000
Commission (6%)		(\$276,000)
Net Sale Price		\$4,324,000
Mr. Hull's Share	(20.17%)	(\$872,151)
Century Drive's Share	(79.83%)	\$3,451,849
Less Debt Owed to the Romaine Trust (based upon scheduled principal reductions over 5 years)		(\$2,953,961)
Century Drive's Net Distribution		\$497,888

The allocation among Century Drive members of the above-referenced Net Distribution would differ from the Century Drive members' respective ownership interests because the Century Drive members have different debt allocations. The allocation of the above-referenced Net Distribution among Century Drive members would be as follows:

Neuman Family LLC

Neuman Family LLC's Interest in Century Drive's Share of Sale Proceeds (9.2% Ownership Interest)	\$ 317,570
Less Debt Owed to Romaine Trust (3.22% of Debt)	<u>(\$ 95,118)</u>
Net Distribution to Neuman Family LLC	<u>\$ 222,452⁵</u>

Ms. Studebaker

Ms. Studebaker's Interest in Century Drive's Share of Sale Proceeds (10% Ownership Interest)	\$ 345,185
Less Debt Owed to Romaine Trust (10% of Debt)	<u>(\$ 295,396)</u>
Net Distribution to Ms. Studebaker	<u>\$ 49,789</u>

Summit Members

Summit Members' Interests in Century Drive's Share of Sale Proceeds (80.8% Aggregate Ownership Interest)	\$2,789,094
Less Debt Owed to Romaine Trust (86.78% of Debt)	<u>(\$2,563,447)</u>
Net Distribution to Summit Members	<u>\$ 225,647</u>

TOTAL NET DISTRIBUTION: \$ 497,888

⁵ The Debtor's estate's interest in the Neuman Family LLC, arising from Mr. Neuman's assignment to the Trustee of Mr. Neuman's interest in the Neuman Family LLC, does appear to have value to the estate and would not be affected by any disposition of the interests of the Summit Members as addressed herein.

Exhibit F-9

Ms. Studebaker estimates that, in order to maintain the Property for the next five years, at least \$400,000 in capital contributions will need to be made to Century Drive. That means that the Summit Members may need to make at least \$347,120 in capital contributions (they owe approximately 86.78% of the debt of Century Drive) to recover approximately \$225,647 (they are entitled to 80.8% of the profits of Century Drive). Investing that amount of funds in order to obtain that amount of recovery does not appear to make such sense for the Debtor's estate.

In addition, it appears that, upon any such sale of the Property, there would be very adverse tax consequences for the Debtor's estate. Transmitted for your review is a schedule, prepared by Ms. Studebaker, which indicates that the tax liabilities to the Debtor's estate arising from such a sale of the Property would exceed, by an amount of approximately \$73,184, the amount of the distributions to the Debtor's estate in connection with such a sale.

Accordingly, it appears that, even assuming a very dramatic increase in value of the Property, the Summit Members' interests in Century Drive would have no realizable value for the Debtor's estate. On the contrary, it appears that, in an almost best case scenario for the Debtor's estate, the Debtor's estate would lose almost \$200,000 by holding on to the Summit Members' interests in Century Drive, and, hence, that such interests are burdensome to the estate.

D. Disposition of Summit Members' Interests in Century Drive.

In light of the foregoing, we request that the Trustee advise us of his intentions with respect to Century Drive. In our view, given the cash flow problems associated with the Property, the Trustee must decide to either walk away from the Summit Members' interests in Century Drive, or must agree to become a full member of Century Drive and thereby agree to pay the Summit Members' shares of the capital contributions necessary to make the Property viable. Given the imminent risk of Century Drive's defaulting on paying its accruing obligations to the Romaine Trust, time is of the essence in this regard. We request, therefore, that the Trustee provide to us a response within seven days from the date of this e-mail.

As a final note, it has come to our attention that the Trustee has either ignored or rejected out of hand requests for cooperation made by the members of other limited liability companies in which the Trustee has acquired an interest from the four principals of the Debtor. In this case, it is clearly in the interests of the Debtor's creditors for the Trustee to provide the cooperation requested by Century Drive. A foreclosure sale of the Property could result in the assertion of substantial claims against the Debtor's estate. Given the precarious state of Century Drive's financial affairs, we suggest strongly that the Trustee act promptly to resolve these matters with Century Drive and thereby avoid the assertion of any such claims.

I look forward to hearing from you in this regard.

Robert E. Opera
REO:pbw
Enclosures

Exhibit F-9

SCHEDULE 1

Owner Information as of July 31, 2008

Owners Name, Address and Undivided Interest:

<u>Owner</u>	<u>Interest</u>
Century Drive Mobile Home Park, LLC 1657 SW Chandler, Ste 101 Bend, OR 97702	79.83%
James V. Hull [REDACTED]	20.17%

} Jh

TENANCY-IN-COMMON AGREEMENT

Exhibit F-9

EXHIBIT A

Legal Description

[See attached.]

TENANCY-IN-COMMON AGREEMENT

Exhibit F-9

EXHIBIT B

Joinder Agreement

I agree to become a party to and be bound by the provisions of the Tenancy-In-Common Agreement dated 8/15, 2008 among each of the co-owners set forth on Schedule 1 of the Tenancy-In-Common Agreement.

Dated effective: 8/15 2008

Co-Owner:

James C. Ruff

Exhibit F-9

Schedule of Mark & Brian's Deferred Gain On Century Drive

Mark & Brian's Deferred Gain			794,103.00
Less Brian Recognized Deferred Gain on Hull Sale			(71,535.00)
Less Mark's Recognized Deferred Gain on Hull Sale			(71,535.00)
<u>Remaining Deferred Gain for Summit Bankruptcy Estate</u>			<u>651,033.00</u>
	Fed Tax	15%	(97,654.95)
	State Tax	9%	(58,592.97)
	<u>Total Tax</u>		<u>(156,247.92)</u>
<u>Regular Gain On Estimated Future Sale</u>			<u>735,271.00</u>
<u>Summit Members Portion</u>	<u>80.80%</u>		<u>594,098.97</u>
	Fed Tax	15%	(89,114.85)
	State Tax	9%	(53,468.91)
	<u>Total Tax</u>		<u>(142,583.75)</u>
Estimated Distribution to Summit Members Upon Future Sale			225,647.00
Less Tax on Summit Members Deferred Gain			(156,247.92)
Less Tax on Summit Members Regular Gain on Future Sale			(142,583.75)
<u>Amount of Money Summit Estate will have to Pay Upon Sale</u>			<u>(73,184.67)</u>

Exhibit F-9

Susan Connor

From: Stephanie Studebaker
Sent: Sunday, December 28, 2008 8:38 PM
To: Jason Conger
Subject: FW: Capital Call

From: Stephanie Studebaker
Sent: Sunday, December 28, 2008 8:29 PM
To: Mark Neuman; tim.larkin8@gmail.com; brianstevens55@gmail.com
Subject: Capital Call

Hi Partners,

Due to your current situation, I have paid my short-term loan back out of CDMHP, LLC. We don't have enough funds to make the payment to Larry due on Friday. I make the payment directly to Raymond James so it cashes immediately. Therefore, I need to have the capital call funded by Wednesday December 31 at 5pm to stay out of default with Larry. The amount needed by this time is \$8,473.90 (See attached schedule). We will need another 3873.28 to pay Jim Hull on the 20th. Then the estimated monthly capital call thereafter beginning February 1 to pay Larry's payment is \$6733.35. See below for each member's breakdown of these 3 capital calls.

I have also calculated the value of CDMHP at cap rates ranging from 5% to 9% (See attached spreadsheet). Bret has talked to BOTC and the bank is valuing everything at a 9% cap rate. At this time, under every scenario we are upside down ranging from <\$125,000> (5% cap rate) to <\$1,430,000> (9% cap rate). Knowing this plus there is a cash infusion of \$85K per year to keep it afloat, I need to know what your intentions are going to be. I am not going to loan any more money to cover shortfalls. Please respond as soon as possible.

Thanks,
Stephanie

Capital Call Schedule

Amount due from each member on December 31st by 5pm

Stephanie	10%	(847.39)
Tim	10%	(847.39)
Mark	40%	(3,389.56)
Brian	40%	(3,389.56)

Amount due from each member on January 19th by 5pm

Stephanie	10%	(387.33)
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Exhibit F-9

Tim	10%	(387.33)
Mark	40%	(1,549.31)
Brian	40%	(1,549.31)

Amount due from each member on January 31st by 5pm

Stephanie	10%	(673.34)
Tim	10%	(673.34)
Mark	40%	(2,693.34)
Brian	40%	(2,693.34)

FYI – Projected 2009 capital call total

Total Projected for the Year		(86,414.03)
Stephanie	10%	(8,641.40)
Tim	10%	(8,641.40)
Mark	40%	(34,565.61)
Brian	40%	(34,565.61)

Stephanie Studebaker, CPA

Tyler & Studebaker CPA's LLP

265 NW Franklin Avenue

Bend, OR 97701

541.382.5020 541.382.2923 fax

www.tylerstudebaker.com

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Exhibit F-9

12/28/08 Capital Call

Current Checking		12,499.61
Estimated Payroll Not Included		(1,563.10)
Amount Due to Larry		(19,410.41)
Shortfall		(8,473.90)
Stephanie	10%	(847.39)
Tim	10%	(847.39)
Mark	40%	(3,389.56)
Brian	40%	(3,389.56)

The above amount does not include Jim Hull's Payment
His payment is due on Jan 20th (3,873.28) Projected

Capital Call to Pay Jim on 20th

Stephanie	10%	(387.33)
Tim	10%	(387.33)
Mark	40%	(1,549.31)
Brian	40%	(1,549.31)

Estimated monthly capital call starting February 1 is as follows...

Monthly Deficit		(6,733.35)
Stephanie	10%	(673.34)
Tim	10%	(673.34)
Mark	40%	(2,693.34)
Brian	40%	(2,693.34)

Total Projected for the Year		(86,414.03)
Stephanie	10%	(8,641.40)
Tim	10%	(8,641.40)
Mark	40%	(34,565.61)
Brian	40%	(34,565.61)

Exhibit F-9

	Projected 2009	Projected 2010	Projected 2011	Projected 2012	Projected 2013	Projected 2014
Ordinary Income/Expense						
Income						
Interest Income	920.65	920.65	920.65	920.65	920.65	920.65
Laundry	151.50	151.50	151.50	151.50	151.50	151.50
Laundry Money	45.00	45.00	45.00	45.00	45.00	45.00
Reimbursed Expenses	-278.34	-278.34	-278.34	-278.34	-278.34	-278.34
Rent Income	334,674.87	342,768.87	350,862.87	358,956.87	367,050.87	375,144.87
Total Income	335,513.68	343,607.68	351,701.68	359,795.68	367,889.68	375,983.68
Expense						
Accounting	56.25	0.00	0.00	0.00	0.00	0.00
Advertising	448.86	462.33	476.20	490.48	505.20	520.35
Auto Expense	2,200.12	2,266.12	2,334.11	2,404.13	2,476.25	2,550.54
Credit Check Fees	111.00	114.33	117.76	121.29	124.93	128.68
Dump Fees	6,337.98	6,528.12	6,723.96	6,925.68	7,133.45	7,347.46
Insurance	4,488.54	4,623.20	4,761.89	4,904.75	5,051.89	5,203.45
Internet Services	140.85	145.08	149.43	153.91	158.53	163.28
Late Fees	10.47	10.78	11.11	11.44	11.78	12.14
Legal & Accounting	11,151.10	11,485.63	1,258.05	890.00	890.00	890.00
Meals & Entertainment	25.69	26.46	27.25	28.07	28.91	29.78
Outside Services	905.00	932.15	960.11	988.92	1,018.59	1,049.14
* Property Mgmt - Hull	11,569.23	15,424.60	15,788.83	16,153.06	16,517.29	16,881.52
* Property Mgmt - Studebaker	15,088.11	15,424.60	15,788.83	16,153.06	16,517.29	16,881.52
* R&M - Hull	13,475.00	14,700.00	14,700.00	14,700.00	14,700.00	14,700.00
Payroll Service Fees	1,370.53	985.27	600.00	600.00	600.00	600.00
Payroll Taxes (EE & ER)	1,477.65	451.09	464.62	478.56	492.92	507.70
Printing & Reproduction	9.14	0.00	0.00	0.00	0.00	0.00
Property Taxes	18,316.16	18,865.64	19,431.61	20,014.56	20,615.00	21,233.45
Repairs & Maintenance	8,315.13	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00
Salaries & Wages	6,165.13	4,100.80	4,223.82	4,350.54	4,481.06	4,615.49
Supplies	928.91	956.78	985.48	1,015.05	1,045.50	1,076.86
Telephone	633.86	652.88	672.46	692.64	713.42	734.82
Training	100.00	103.00	106.09	109.27	112.55	115.93
Utilities						
Power Credits	3,525.00	3,630.75	3,739.67	3,851.86	3,967.42	4,086.44
Utilities - Other	35,924.61	37,002.35	38,112.42	39,255.79	40,433.47	41,646.47
Total Utilities	39,449.61	40,633.10	41,852.09	43,107.65	44,400.88	45,732.91
Total Expense	142,784.32	143,691.95	136,233.71	139,093.06	142,395.43	145,775.02
Net Ordinary Income	192,729.36	199,915.73	215,467.97	220,702.62	225,494.25	230,208.66
Values at Various Cap Rates in Year 5						
					5%	4,604,173.23
					6%	3,836,811.03
					7%	3,288,695.17
					8%	2,877,608.27
					9%	2,557,874.02

Annual rent increase is \$10/space times 71 spaces less 5% Vacancy \$8,094 per year.
Expenses increase by 3% per year.

Exhibit F-9

RESIGNATION

To: Century Drive Mobile Home Park, L.L.C., an Oregon limited liability company (the
"Company")

I hereby resign as Manager of the Company, effective on January 1, 2009.

Dated: January 1, 2009



Mark Neuman

Exhibit F-9

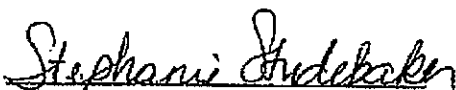
**ACTION BY WRITTEN CONSENT
OF THE MEMBERS OF
CENTURY DRIVE MOBILE HOME PARK, L.L.C.**


January 1, 2009

~~The undersigned Members of Century Drive Mobile Home Park, L.L.C., an Oregon~~
limited liability company (the "*Company*"), hereby adopt the resolutions set forth on Annex I
attached hereto in accordance with the limited liability company operating agreement of the
Company as in effect on the date hereof (the "*Operating Agreement*").

This Action by Written Consent shall be filed with the minutes of the proceedings of the
Members of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent
with respect to all membership interests held by them as of the date first set forth above.


Stephanie Studebaker


Mark Neuman



Mark Neuman, Manager Neuman Family LLC

Exhibit F-9

ANNEX I

**RESOLUTIONS ADOPTED BY WRITTEN CONSENT OF
THE MEMBERS OF
CENTURY DRIVE MOBILE HOME PARK, L.L.C.
January 1, 2009**

RESIGNATION OF MANAGER

WHEREAS, Mark Neuman has resigned as Manager of Century Drive Mobile Home Park, L.L.C., (the "Company") effective January 1, 2009; and

WHEREAS, the Company has accepted Mr. Neuman's resignation and desires to fill the vacancy created by the resignation of Mr. Neuman.

RESOLVED, that, pursuant to Section 4.2 of the Company's Operating Agreement, James Hull be, and he hereby is, elected as Manager of the Company, until his resignation, removal, or until his successor is duly elected and qualified;

RESOLVED FURTHER, that the Manager of the Company be, and he hereby is, authorized and directed to sign and deliver all documents and to take or cause to be taken all other acts on behalf of the Company that he may deem necessary or appropriate to effect and carry out the intent of the above resolutions; and

RESOLVED FURTHER, that all acts previously taken by any Manager of the Company on behalf of the Company to effect and carry out the intent of the above resolutions are approved, ratified, and confirmed, provided the acts were not inconsistent with the Company's Articles of Organization or Operating Agreement, the Oregon Limited Liability Company Act, or any other applicable law.

EXHIBIT G

Professional Fees To Complete Exchanges- Analysis

Breakdown by Firm:

Sussman Shank LLP	63,226
Kevin D. Padrick	78,870
Tonkon Torp	<u>9,829</u>
Totals for all firms	<u><u>151,925</u></u>

Breakdown by 15 Highest Exchanger Fees:

	<u>Specifically Identified Fees</u>	<u>Allocate Unknown Fees*</u>	<u>Total Estimated Fees</u>
Cahill	8,764	2,638	11,402
Marsh/Schaffer	8,716	2,623	11,339
Gasser	8,640	2,601	11,241
Hill	7,652	2,303	9,955
McDaniel	7,363	2,216	9,579
Brent Corp	7,185	2,163	9,348
Pelton	6,118	1,841	7,959
Freund	5,947	1,790	7,737
Simeonov	4,961	1,493	6,454
Thomas	4,592	1,382	5,974
Tenneson	3,630	1,093	4,723
Carr	3,241	975	4,216
Assured Security Storage	3,206	965	4,171
Validation Resources	2,801	843	3,644
Rolake	2,475	745	3,220
Total fees for Top 15	<u>85,291</u>	<u>25,671</u>	<u>110,962</u>
Average fees for Top 15			<u><u>7,397</u></u>

* Unknown fees are as follows:

General exchanges	35,666
General reverse exchanges	<u>10,061</u>
	<u><u>45,727</u></u>

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
3/2/2009	Sussman-Meyers	Aloha Creek	0.3	325	98	
3/2/2009	Sussman-Meyers	Aloha Creek	0.3	325	98	
3/5/2009	Sussman-Meyers	Aloha Creek	0.1	325	33	228
3/31/2009	Padrick- Whittington	Assured Security Storage	0.8	450	360	
4/4/2009	Padrick- Whittington	Assured Security Storage	0.7	450	315	
4/7/2009	Sussman-Tarr	Assured Security Storage	0.2	315	63	
4/7/2009	Sussman-Meyers	Assured Security Storage	0.3	325	98	
4/8/2009	Padrick- Whittington	Assured Security Storage	1.0	450	450	
4/9/2009	Padrick- Whittington	Assured Security Storage	0.2	450	90	
4/9/2009	Sussman-Tarr	Assured Security Storage	2.2	315	693	
4/9/2009	Sussman-Meyers	Assured Security Storage	1.6	325	520	
4/10/2009	Padrick- Whittington	Assured Security Storage	1.3	450	585	
4/13/2009	Sussman-Meyers	Assured Security Storage	0.1	325	33	3,206
4/15/2009	Padrick- Whittington	Baney	0.3	450	135	
4/20/2009	Sussman-Tarr	Baney	0.2	315	63	
4/28/2009	Sussman- Meyers	Baney	0.1	325	33	
4/28/2009	Padrick- Whittington	Baney	0.4	450	180	411
4/10/2009	Tonkon-Simson	Bennett	0.2	450	90	
4/13/2009	Tonkon-Simson	Bennett	0.3	450	135	
5/5/2009	Sussman- Hanna	Bennett	0.2	330	66	
5/5/2009	Sussman- Meyers	Bennett	0.4	325	130	
5/6/2009	Sussman- Hanna	Bennett	0.8	330	264	
5/7/2009	Sussman- Hanna	Bennett	1.0	330	330	
5/7/2009	Sussman- Meyers	Bennett	0.2	325	65	
5/12/2009	Sussman- Meyers	Bennett	0.1	325	33	1,113
2/23/2009	Sussman-Meyers	Boys of Summer	0.3	325	98	98
3/12/2009	Padrick- Whittington	Brent Corp	0.5	450	225	
3/17/2009	Padrick- Whittington	Brent Corp	0.4	450	180	
3/23/2009	Padrick- Whittington	Brent Corp	0.9	450	405	
4/1/2009	Padrick- Whittington	Brent Corp	1.0	450	450	
4/1/2009	Sussman-Tarr	Brent Corp	0.3	315	95	
4/1/2009	Sussman-Tarr	Brent Corp	0.4	315	126	
4/2/2009	Padrick- Whittington	Brent Corp	0.5	450	225	
4/7/2009	Sussman-Tarr	Brent Corp	0.1	315	32	
4/8/2009	Sussman-Meyers	Brent Corp	0.1	325	33	
4/13/2009	Sussman-Meyers	Brent Corp	0.1	325	33	
4/20/2009	Sussman-Tarr	Brent Corp	0.2	315	63	
4/27/2009	Sussman- Tarr	Brent Corp	0.3	315	95	
4/27/2009	Sussman- Tarr	Brent Corp	0.9	315	284	
4/28/2009	Padrick- Whittington	Brent Corp	0.4	450	180	
4/28/2009	Sussman- Meyers	Brent Corp	0.4	325	130	
4/28/2009	Sussman- Meyers	Brent Corp	0.1	325	33	
4/29/2009	Sussman- Tarr	Brent Corp	2.7	315	851	
4/29/2009	Sussman- Meyers	Brent Corp	1.1	325	358	
4/29/2009	Sussman- Dolan	Brent Corp	0.3	170	51	
4/30/2009	Padrick- Whittington	Brent Corp	0.3	450	135	
4/30/2009	Sussman- Tarr	Brent Corp	1.2	315	378	
4/30/2009	Sussman- Meyers	Brent Corp	1.0	325	325	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
4/30/2009	Sussman- Solomon	Brent Corp	1.5	260	390	
5/1/2009	Sussman- Tarr	Brent Corp	0.9	315	284	
5/1/2009	Sussman- Meyers	Brent Corp	1.9	325	618	
5/1/2009	Sussman- Dolan	Brent Corp	1.3	170	221	
5/3/2009	Padrick- Whittington	Brent Corp	0.3	450	135	
5/4/2009	Padrick- Whittington	Brent Corp	1.0	450	450	
5/4/2009	Padrick- Whittington	Brent Corp	0.5	450	225	
3/16/2009	Padrick- Whittington	Cahill	0.4	450	180	7,185
3/30/2009	Padrick- Whittington	Cahill	0.4	450	180	
4/1/2009	Padrick- Whittington	Cahill	1.5	450	675	
4/1/2009	Sussman-Tarr	Cahill	0.2	315	63	
4/2/2009	Padrick- Whittington	Cahill	2.3	450	1,035	
4/2/2009	Sussman-Tarr	Cahill	0.7	315	221	
4/3/2009	Padrick- Whittington	Cahill	3.5	450	1,575	
4/3/2009	Tonkon-Simson	Cahill	0.2	450	90	
4/3/2009	Sussman-Tarr	Cahill	0.2	315	63	
4/6/2009	Sussman-Tarr	Cahill	0.7	315	221	
4/6/2009	Sussman-Meyers	Cahill	0.8	325	260	
4/7/2009	Sussman-Tarr	Cahill	0.2	315	63	
4/7/2009	Sussman-Tarr	Cahill	1.3	315	410	
4/8/2009	Padrick- Whittington	Cahill	0.2	450	90	
4/8/2009	Sussman-Tarr	Cahill	2.5	315	788	
4/9/2009	Padrick- Whittington	Cahill	0.3	450	135	
4/9/2009	Padrick- Padrick	Cahill	0.8	600	480	
4/9/2009	Sussman-Tarr	Cahill	1.4	315	441	
4/9/2009	Sussman-Meyers	Cahill	2.1	325	683	
4/10/2009	Padrick- Whittington	Cahill	0.5	450	225	
4/10/2009	Sussman-Tarr	Cahill	0.2	315	63	
4/13/2009	Padrick- Whittington	Cahill	1.0	450	450	
4/13/2009	Sussman-Tarr	Cahill	0.7	315	221	
4/13/2009	Sussman-Meyers	Cahill	0.2	325	65	
4/14/2009	Padrick- Whittington	Cahill	0.3	450	135	
4/22/2009	Padrick- Whittington	Cahill	0.3	450	135	8,764
4/7/2009	Padrick- Whittington	Carr	0.5	450	225	
4/7/2009	Tonkon-Simson	Carr	0.1	450	45	
4/7/2009	Sussman-Tarr	Carr	0.2	315	63	
4/7/2009	Sussman-Meyers	Carr	0.3	325	98	
4/8/2009	Tonkon-Simson	Carr	0.1	450	45	
4/13/2009	Sussman-Tarr	Carr	0.2	315	63	
4/13/2009	Sussman-Meyers	Carr	0.1	325	33	
4/20/2009	Sussman-Tarr	Carr	0.2	315	63	
4/27/2009	Sussman- Tarr	Carr	0.2	315	63	
4/28/2009	Sussman- Meyers	Carr	0.2	325	65	
4/28/2009	Sussman- Meyers	Carr	0.1	325	33	
5/5/2009	Padrick- Whittington	Carr	0.6	450	270	
5/5/2009	Sussman- Tarr	Carr	1.5	315	473	
5/6/2009	Sussman- Tarr	Carr	1.5	315	473	
5/6/2009	Sussman- Meyers	Carr	0.8	325	260	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
5/7/2009	Padrick- Whittington	Carr	0.3	450	135	
5/7/2009	Sussman- Tarr	Carr	0.5	315	158	
5/7/2009	Sussman- Meyers	Carr	0.8	325	260	
5/11/2009	Sussman- Tarr	Carr	0.9	315	284	
5/11/2009	Padrick- Whittington	Carr	0.3	450	135	3,241
2/24/2009	Sussman-Stilley	Demato	0.2	375	75	75
4/17/2009	Padrick- Whittington	Doss	0.7	450	315	
5/6/2009	Sussman- Meyers	Doss	0.1	325	33	348
2/20/2009	Padrick- Whittington	Freund	1.8	450	810	
2/24/2009	Padrick- Whittington	Freund	1.5	450	675	
2/24/2009	Sussman-Tarr	Freund	1.0	315	315	
2/24/2009	Sussman-Meyers	Freund	0.3	325	98	
2/24/2009	Susman-Meyers	Freund	1.5	325	488	
2/25/2009	Padrick- Whittington	Freund	1.0	450	450	
2/25/2009	Sussman-Tarr	Freund	1.4	315	441	
2/25/2009	Sussman-Tarr	Freund	0.6	315	189	
2/25/2009	Sussman-Meyers	Freund	1.3	325	423	
2/25/2009	Sussman-Meyers	Freund	0.2	325	65	
2/25/2009	Sussman-Meyers	Freund	0.1	325	33	
2/25/2009	Sussman-Meyers	Freund	0.5	325	163	
2/26/2009	Sussman-Tarr	Freund	0.7	315	221	
2/26/2009	Sussman-Meyers	Freund	0.7	325	228	
2/27/2009	Sussman-Tarr	Freund	1.1	315	347	
2/27/2009	Sussman-Meyers	Freund	0.2	325	65	
2/27/2009	Sussman-Meyers	Freund	0.3	325	98	
3/2/2009	Padrick- Whittington	Freund	0.5	450	225	
3/2/2009	Sussman-Meyers	Freund	0.3	325	98	
3/3/2009	Sussman-Meyers	Freund	0.7	325	228	
3/5/2009	Sussman-Meyers	Freund	0.4	325	130	
3/6/2009	Sussman-Meyers	Freund	0.3	325	98	
3/6/2009	Sussman-Meyers	Freund	0.2	325	65	5,947
4/1/2009	Padrick- Whittington	Gasser	0.5	450	225	
4/8/2009	Padrick- Whittington	Gasser	1.0	450	450	
4/13/2009	Padrick- Whittington	Gasser	1.0	450	450	
4/13/2009	Sussman-Tarr	Gasser	0.1	315	32	
4/13/2009	Sussman-Meyers	Gasser	0.1	325	33	
4/14/2009	Padrick- Whittington	Gasser	0.7	450	315	
4/14/2009	Sussman-Tarr	Gasser	2.4	315	756	
4/14/2009	Sussman-Meyers	Gasser	0.5	325	146	
4/15/2009	Padrick- Whittington	Gasser	2.0	450	900	
4/15/2009	Sussman-Tarr	Gasser	1.7	315	536	
4/15/2009	Sussman-Meyers	Gasser	0.4	325	130	
4/15/2009	Sussman-Meyers	Gasser	0.1	325	33	
4/17/2009	Padrick- Whittington	Gasser	0.8	450	360	
4/17/2009	Sussman-Tarr	Gasser	0.9	315	284	
4/17/2009	Sussman-Meyers	Gasser	2.3	325	748	
4/20/2009	Padrick- Whittington	Gasser	1.0	450	450	
4/21/2009	Padrick- Whittington	Gasser	1.0	450	450	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
4/21/2009	Sussman-Tarr	Gasser	0.7	315	221	
4/21/2009	Sussman-Meyers	Gasser	0.2	325	65	
4/22/2009	Sussman-Meyers	Gasser	0.8	325	260	
4/23/2009	Padrick- Whittington	Gasser	2.0	450	900	
4/23/2009	Sussman-Tarr	Gasser	0.7	315	221	
4/23/2009	Sussman-Meyers	Gasser	0.6	325	195	
4/24/2009	Sussman-Meyers	Gasser	1.1	325	358	
4/27/2009	Sussman- Tarr	Gasser	0.4	315	126	8,640
2/19/2009	Padrick- Whittington	General exchanges	0.7	450	315	
2/19/2009	Padrick- Whittington	General exchanges	1.2	450	540	
2/20/2009	Sussman-Ford	General exchanges	0.5	350	175	
2/23/2009	Padrick- Whittington	General exchanges	5.0	450	2,250	
2/23/2009	Sussman-Ford	General exchanges	0.2	350	70	
2/23/2009	Sussman-Meyers	General exchanges	3.0	325	975	
2/25/2009	Tonkon-Bjerk	General exchanges	1.3	195	254	
2/25/2009	Tonkon-Simson	General exchanges	0.5	450	225	
2/25/2009	Sussman-Ford	General exchanges	0.2	350	70	
2/26/2009	Tonkon-Bjerk	General exchanges	0.5	195	98	
3/2/2009	Padrick- Whittington	General exchanges	9.8	450	4,410	
3/2/2009	Sussman-Meyers	General exchanges	0.2	325	65	
3/3/2009	Sussman-Meyers	General exchanges	0.3	325	98	
3/4/2009	Sussman-Meyers	General exchanges	0.4	325	130	
3/5/2009	Tonkon-Simson	General exchanges	0.4	450	180	
3/5/2009	Sussman-Meyers	General exchanges	0.5	325	163	
3/6/2009	Padrick- Whittington	General exchanges	0.8	450	360	
3/6/2009	Sussman-Ford	General exchanges	0.4	350	140	
3/6/2009	Sussman-Meyers	General exchanges	0.4	325	130	
3/9/2009	Sussman-Ford	General exchanges	0.2	350	70	
3/10/2009	Sussman-Tarr	General exchanges	0.2	315	63	
3/11/2009	Padrick- Padrick	General exchanges	0.7	600	420	
3/11/2009	Tonkon-Simson	General exchanges	0.2	450	90	
3/11/2009	Sussman-Ford	General exchanges	0.2	350	70	
3/12/2009	Padrick- Whittington	General exchanges	0.5	450	225	
3/12/2009	Tonkon-Bjerk	General exchanges	0.5	195	98	
3/12/2009	Tonkon-Simson	General exchanges	0.2	450	90	
3/13/2009	Tonkon-Bjerk	General exchanges	0.7	195	137	
3/13/2009	Sussman-Meyers	General exchanges	0.8	325	260	
3/16/2009	Sussman-Meyers	General exchanges	0.2	325	65	
3/17/2009	Sussman-Meyers	General exchanges	0.2	325	65	
3/18/2009	Padrick- Whittington	General exchanges	0.4	450	180	
3/18/2009	Sussman-Ford	General exchanges	0.3	175	53	
3/18/2009	Sussman-Meyers	General exchanges	0.3	325	98	
3/18/2009	Sussman-Meyers	General exchanges	0.2	325	65	
3/19/2009	Padrick- Whittington	General exchanges	0.4	450	180	
3/20/2009	Padrick- Whittington	General exchanges	1.0	450	450	
3/24/2009	Padrick- Whittington	General exchanges	3.0	450	1,350	
3/24/2009	Padrick- Whittington	General exchanges	0.3	450	135	
3/24/2009	Tonkon-Bjerk	General exchanges	4.6	195	897	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
3/24/2009	Tonkon-Millender	General exchanges	0.2	250	50	
3/25/2009	Padrick- Padrick	General exchanges	0.3	600	180	
3/25/2009	Tonkon-Millender	General exchanges	1.2	250	300	
3/25/2009	Sussman-Meyers	General exchanges	2.0	325	650	
3/25/2009	Sussman-Meyers	General exchanges	0.2	325	65	
3/26/2009	Sussman-Meyers	General exchanges	4.9	325	1,593	
3/28/2009	Tonkon-Simson	General exchanges	0.2	450	90	
3/29/2009	Tonkon-Bjerk	General exchanges	0.5	195	98	
4/2/2009	Padrick- Whittington	General exchanges	1.5	450	675	
4/3/2009	Padrick- Whittington	General exchanges	0.5	450	225	
4/6/2009	Sussman-Meyers	General exchanges	0.5	325	163	
4/7/2009	Padrick- Whittington	General exchanges	2.0	450	900	
4/7/2009	Padrick- Whittington	General exchanges	2.1	450	945	
4/8/2009	Tonkon-Bjerk	General exchanges	0.5	195	98	
4/8/2009	Sussman-Meyers	General exchanges	0.4	325	130	
4/9/2009	Padrick- Whittington	General exchanges	3.5	450	1,575	
4/9/2009	Padrick- Whittington	General exchanges	1.0	450	450	
4/9/2009	Padrick- Whittington	General exchanges	1.0	450	450	
4/9/2009	Padrick- Whittington	General exchanges	1.0	450	450	
4/9/2009	Sussman-Tarr	General exchanges	0.3	315	95	
4/9/2009	Sussman-Meyers	General exchanges	0.2	325	65	
4/10/2009	Padrick- Whittington	General exchanges	0.7	450	315	
4/13/2009	Padrick- Whittington	General exchanges	1.7	450	765	
4/13/2009	Sussman-Meyers	General exchanges	0.2	325	65	
4/13/2009	Sussman-Meyers	General exchanges	0.7	325	228	
4/13/2009	Sussman-Dolan	General exchanges	1.3	170	221	
4/14/2009	Sussman-Meyers	General exchanges	0.2	325	65	
4/14/2009	Padrick- Whittington	General exchanges	1.4	450	630	
4/15/2009	Sussman-Meyers	General exchanges	0.1	325	33	
4/17/2009	Sussman-Tarr	General exchanges	0.1	315	32	
4/17/2009	Sussman-Dolan	General exchanges	0.2	170	34	
4/22/2009	Padrick- Whittington	General exchanges	1.9	450	855	
4/22/2009	Sussman-Dolan	General exchanges	0.7	170	119	
4/23/2009	Padrick- Padrick	General exchanges	1.3	600	780	
4/24/2009	Sussman-Dolan	General exchanges	0.2	170	34	
4/27/2009	Padrick- Whittington	General exchanges	0.5	450	225	
4/28/2009	Sussman- Tarr	General exchanges	0.5	315	158	
4/28/2009	Sussman- Solomon	General exchanges	1.8	260	468	
4/29/2009	Padrick- Padrick	General exchanges	1.3	600	780	
4/29/2009	Sussman- Meyers	General exchanges	0.2	325	65	
4/30/2009	Sussman- Solomon	General exchanges	0.3	260	78	
5/1/2009	Sussman- Meyers	General exchanges	0.1	325	33	
5/1/2009	Sussman- Solomon	General exchanges	0.3	260	78	
5/5/2009	Padrick- Whittington	General exchanges	1.2	450	540	
5/5/2009	Sussman- Tarr	General exchanges	1.4	315	441	
5/5/2009	Sussman- Meyers	General exchanges	1.4	325	455	
5/5/2009	Sussman- Moyes	General exchanges	0.5	200	100	
5/5/2009	Sussman- Dolan	General exchanges	1.6	170	272	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
5/6/2009	Sussman- Thomsen	General exchanges	0.9	230	207	
5/7/2009	Padrick- Whittington	General exchanges	1.1	450	495	
5/7/2009	Sussman- Meyers	General exchanges	0.2	325	65	
5/8/2009	Sussman- Hanna	General exchanges	1.2	330	396	
5/8/2009	Sussman- Meyers	General exchanges	0.2	325	65	
5/8/2009	Sussman- Thomsen	General exchanges	3.2	230	736	
5/11/2009	Padrick- Whittington	General exchanges	0.8	450	360	
5/11/2009	Sussman- Tarr	General exchanges	0.1	315	32	
5/11/2009	Sussman- Hanna	General exchanges	1.3	330	429	
5/12/2009	Sussman- Meyers	General exchanges	0.2	325	65	35,666
5/12/2009	Padrick- Whittington	General exchanges	2.0	450	900	
5/12/2009	Sussman- Hanna	General exchanges	2.0	330	660	
3/6/2009	Padrick- Padrick	General reverse exchanges	0.8	600	480	
3/10/2009	Padrick- Whittington	General reverse exchanges	1.3	450	585	
3/10/2009	Sussman-Meyers	General reverse exchanges	0.8	325	260	
3/10/2009	Sussman-Meyers	General reverse exchanges	0.1	325	33	
3/10/2009	Sussman-Meyers	General reverse exchanges	0.2	325	65	
3/10/2009	Sussman-Meyers	General reverse exchanges	0.1	325	33	
3/11/2009	Sussman-Meyers	General reverse exchanges	0.2	325	65	
3/11/2009	Sussman-Meyers	General reverse exchanges	0.2	325	65	
3/12/2009	Padrick- Whittington	General reverse exchanges	0.4	450	180	
3/12/2009	Sussman-Meyers	General reverse exchanges	0.3	325	98	
3/18/2009	Padrick- Whittington	General reverse exchanges	0.5	450	225	
3/19/2009	Sussman-Meyers	General reverse exchanges	1.3	325	423	
3/23/2009	Padrick- Whittington	General reverse exchanges	0.7	450	315	
3/24/2009	Tonkon-Simson	General reverse exchanges	0.1	450	45	
3/26/2009	Padrick- Whittington	General reverse exchanges	0.5	450	225	
4/15/2009	Padrick- Whittington	General reverse exchanges	1.0	450	450	
4/20/2009	Padrick- Padrick	General reverse exchanges	0.8	600	480	
4/20/2009	Padrick- Whittington	General reverse exchanges	2.5	450	1,125	
4/23/2009	Padrick- Padrick	General reverse exchanges	1.3	600	780	
4/28/2009	Sussman- Solomon	General reverse exchanges	0.3	260	78	
5/1/2009	Padrick- Padrick	General reverse exchanges	0.4	600	240	
5/3/2009	Padrick- Padrick	General reverse exchanges	0.2	600	120	
5/4/2009	Padrick- Padrick	General reverse exchanges	1.1	600	660	
5/5/2009	Sussman- Thomsen	General reverse exchanges	1.9	230	437	
5/7/2009	Sussman- Thomsen	General reverse exchanges	3.2	230	736	
5/12/2009	Padrick- Padrick	General reverse exchanges	0.5	600	300	10,061
4/15/2009	Padrick- Whittington	Griffith	0.2	450	90	90
3/16/2009	Sussman-Meyers	Hall	0.1	325	33	
4/2/2009	Padrick- Whittington	Hall	0.2	450	90	
4/10/2009	Padrick- Whittington	Hall	0.8	450	360	
4/13/2009	Sussman-Tarr	Hall	0.1	315	32	
4/13/2009	Sussman-Meyers	Hall	0.1	325	33	
4/20/2009	Sussman-Tarr	Hall	0.1	315	32	
4/22/2009	Padrick- Whittington	Hall	1.5	450	675	
5/11/2009	Sussman- Tarr	Hall	0.4	315	126	1,379
2/20/2009	Padrick- Whittington	Hansen	0.2	450	90	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
2/24/2009	Padrick- Whittington	Hansen	1.0	450	450	540
2/27/2009	Sussman-Meyers	Haskill	0.2	325	65	65
2/27/2009	Sussman-Meyers	Hayden	0.2	325	65	
4/8/2009	Sussman-Meyers	Hayden	0.2	325	65	
4/16/2009	Sussman-Meyers	Hayden	0.1	325	33	163
2/25/2009	Sussman-Meyers	Hayes Creek	0.3	325	98	
3/2/2009	Sussman-Meyers	Hayes Creek	0.1	325	33	
3/13/2009	Sussman-Meyers	Hayes Creek	0.1	325	33	163
4/20/2009	Sussman-Tarr	Hill	0.2	315	63	
4/21/2009	Padrick- Whittington	Hill	1.2	450	540	
4/21/2009	Tonkon-Bjerk	Hill	0.5	195	98	
4/22/2009	Padrick- Whittington	Hill	1.5	450	675	
4/22/2009	Padrick- Whittington	Hill	1.5	450	675	
4/22/2009	Tonkon-Bjerk	Hill	0.9	195	176	
4/22/2009	Tonkon-Simson	Hill	0.4	450	180	
4/23/2009	Padrick- Whittington	Hill	1.5	450	675	
4/23/2009	Tonkon-Bjerk	Hill	1.1	195	215	
4/23/2009	Tonkon-Simson	Hill	0.3	450	135	
4/26/2009	Tonkon-Bjerk	Hill	0.1	195	20	
4/27/2009	Tonkon-Bjerk	Hill	0.3	195	59	
4/27/2009	Tonkon-Simson	Hill	0.1	450	45	
4/28/2009	Padrick- Whittington	Hill	0.3	450	135	
4/28/2009	Tonkon-Bjerk	Hill	0.7	195	137	
4/28/2009	Tonkon-Simson	Hill	0.2	450	90	
4/29/2009	Tonkon-Bjerk	Hill	0.3	195	59	
4/29/2009	Padrick- Whittington	Hill	0.4	450	180	
4/30/2009	Padrick- Whittington	Hill	0.3	450	135	
4/30/2009	Tonkon-Bjerk	Hill	2.0	195	390	
4/30/2009	Tonkon-Simson	Hill	0.1	450	45	
5/1/2009	Tonkon-Bjerk	Hill	1.1	195	215	
5/3/2009	Padrick- Whittington	Hill	0.5	450	225	
5/4/2009	Padrick- Whittington	Hill	2.0	450	900	
5/4/2009	Tonkon-Bjerk	Hill	5.2	195	1,014	
5/4/2009	Tonkon-Simson	Hill	0.1	450	45	
5/5/2009	Tonkon-Bjerk	Hill	1.1	195	215	
5/5/2009	Padrick- Whittington	Hill	0.7	450	315	7,652
2/27/2009	Sussman-Tarr	Jauron	0.9	315	284	
3/1/2009	Sussman-Tarr	Jauron	1.1	315	347	
3/2/2009	Sussman-Tarr	Jauron	0.4	315	126	
3/2/2009	Sussman-Meyers	Jauron	0.4	325	130	
3/13/2009	Sussman-Meyers	Jauron	0.3	325	98	
3/14/2009	Sussman-Tarr	Jauron	0.2	315	63	
4/28/2009	Sussman- Meyers	Jauron	0.2	325	65	
4/28/2009	Padrick- Whittington	Jauron	0.3	450	135	1,247
3/27/2009	Padrick- Whittington	Jerald	0.3	450	135	
4/6/2009	Tonkon-Bjerk	Jerald	0.2	195	39	
4/8/2009	Padrick- Whittington	Jerald	0.4	450	180	
5/6/2009	Sussman- Meyers	Jerald	0.4	325	130	484

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
3/17/2009	Sussman-Meyers	Johnson	0.1	325	33	
4/6/2009	Tonkon-Simson	Johnson	0.5	450	225	
4/9/2009	Tonkon-Simson	Johnson	0.3	450	135	393
5/7/2009	Padrick- Whittington	Jones	0.3	450	135	135
2/25/2009	Sussman-Meyers	Lansing	0.2	325	65	
3/3/2009	Sussman-Meyers	Lansing	0.2	325	65	
3/27/2009	Sussman-Meyers	Lansing	0.2	325	65	
4/13/2009	Sussman-Tarr	Lansing	0.1	315	32	
4/13/2009	Sussman-Meyers	Lansing	0.1	325	33	
4/15/2009	Sussman-Dolan	Lansing	0.5	170	85	
4/20/2009	Sussman-Tarr	Lansing	0.1	315	32	
5/11/2009	Padrick- Whittington	Lansing	0.3	450	135	
5/6/2009	Sussman- Meyers	Lansing	0.5	325	163	673
5/7/2009	Padrick- Whittington	Larsen	0.2	450	90	
5/11/2009	Padrick- Whittington	Larsen	0.3	450	135	
5/12/2009	Sussman- Tarr	Larsen	0.5	315	158	
5/11/2009	Sussman- Tarr	Larsen	4.4	315	1,386	
4/7/2009	Padrick- Whittington	Larson	0.4	450	180	
4/13/2009	Sussman-Tarr	Larson	0.2	315	63	
4/13/2009	Sussman-Meyers	Larson	0.1	325	33	
4/15/2009	Sussman-Meyers	Larson	0.3	325	98	
4/20/2009	Sussman-Tarr	Larson	0.1	315	32	
4/30/2009	Sussman- Meyers	Larson	0.1	325	33	2,206
4/9/2009	Padrick- Whittington	Littlefield	0.3	450	135	135
4/3/2009	Padrick- Whittington	MacBeth	2.0	450	900	
4/6/2009	Tonkon-Bjerk	MacBeth	0.1	195	20	
4/28/2009	Sussman- Meyers	MacBeth	0.1	325	33	
5/4/2009	Padrick- Whittington	MacBeth	0.5	450	225	
5/5/2009	Sussman- Meyers	MacBeth	0.4	325	130	
5/6/2009	Sussman- Moyes	MacBeth	2.3	200	460	
5/7/2009	Sussman- Moyes	MacBeth	0.7	200	140	
5/7/2009	Sussman- Meyers	MacBeth	0.7	325	228	2,135
3/17/2009	Sussman-Meyers	Marks	0.1	325	33	
5/5/2009	Sussman- Meyers	Marks	0.4	325	130	163
2/25/2009	Sussman-Meyers	Marsh/Schaffer	0.2	325	65	
3/24/2009	Padrick- Whittington	Marsh/Schaffer	0.4	450	180	
3/25/2009	Tonkon-Simson	Marsh/Schaffer	1.1	450	495	
3/25/2009	Sussman-Tarr	Marsh/Schaffer	1.7	315	536	
3/25/2009	Sussman-Meyers	Marsh/Schaffer	0.2	325	65	
3/25/2009	Sussman-Meyers	Marsh/Schaffer	0.2	325	65	
3/25/2009	Sussman-Meyers	Marsh/Schaffer	0.9	325	293	
3/25/2009	Padrick- Whittington	Marsh/Schaffer	1.0	450	450	
3/25/2009	Padrick- Whittington	Marsh/Schaffer	3.0	450	1,350	
3/26/2009	Tonkon-Bjerk	Marsh/Schaffer	2.6	195	507	
3/26/2009	Tonkon-Simson	Marsh/Schaffer	0.6	450	270	
3/26/2009	Sussman-Tarr	Marsh/Schaffer	2.7	315	851	
3/26/2009	Padrick- Whittington	Marsh/Schaffer	3.5	450	1,575	
3/27/2009	Tonkon-Bjerk	Marsh/Schaffer	0.4	195	78	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges

Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
3/27/2009	Tonkon-Simson	Marsh/Schaffer	0.3	450	135	
3/27/2009	Sussman-Meyers	Marsh/Schaffer	1.9	325	618	
3/27/2009	Sussman-Meyers	Marsh/Schaffer	0.1	325	33	
3/27/2009	Padrick- Whittington	Marsh/Schaffer	2.0	450	900	
4/15/2009	Sussman-Dolan	Marsh/Schaffer	0.5	170	85	
4/17/2009	Sussman-Meyers	Marsh/Schaffer	0.1	325	33	
4/28/2009	Padrick- Whittington	Marsh/Schaffer	0.3	450	135	8,716
3/12/2009	Padrick- Whittington	McDaniel	0.4	450	180	
3/17/2009	Padrick- Whittington	McDaniel	1.3	450	585	
3/17/2009	Tonkon-Bjerk	McDaniel	0.8	195	156	
3/17/2009	Sussman-Tarr	McDaniel	0.3	315	95	
3/17/2009	Sussman-Meyers	McDaniel	0.2	325	65	
3/17/2009	Sussman-Meyers	McDaniel	0.7	325	228	
3/18/2009	Padrick- Whittington	McDaniel	0.5	450	225	
3/18/2009	Sussman-Meyers	McDaniel	0.9	325	293	
3/18/2009	Sussman-Meyers	McDaniel	0.1	325	33	
3/20/2009	Padrick- Whittington	McDaniel	0.5	450	225	
3/20/2009	Sussman-Meyers	McDaniel	1.0	325	325	
3/23/2009	Padrick- Whittington	McDaniel	0.8	450	360	
3/23/2009	Sussman-Tarr	McDaniel	1.7	315	536	
3/24/2009	Sussman-Tarr	McDaniel	0.3	315	95	
3/25/2009	Padrick- Whittington	McDaniel	1.0	450	450	
3/25/2009	Tonkon-Simson	McDaniel	1.1	450	495	
3/25/2009	Sussman-Ford	McDaniel	2.0	350	700	
3/29/2009	Tonkon-Bjerk	McDaniel	0.7	195	137	
3/30/2009	Tonkon-Bjerk	McDaniel	1.1	195	215	
3/30/2009	Sussman-Ford	McDaniel	0.2	175	35	
3/30/2009	Sussman-Tarr	McDaniel	0.4	315	126	
3/31/2009	Padrick- Whittington	McDaniel	0.8	450	360	
3/31/2009	Tonkon-Bjerk	McDaniel	0.2	195	39	
3/31/2009	Tonkon-Simson	McDaniel	0.6	450	270	
3/31/2009	Sussman-Tarr	McDaniel	2.4	315	756	
4/3/2009	Tonkon-Simson	McDaniel	0.2	450	90	
4/15/2009	Sussman-Dolan	McDaniel	0.4	170	68	
3/30/2009	Padrick- Whittington	McDaniel	0.5	450	225	7,363
3/23/2009	Padrick- Whittington	Melton	0.8	450	360	360
4/22/2009	Padrick- Whittington	Middleton	0.3	450	135	135
5/7/2009	Padrick- Whittington	Newell	0.2	450	90	90
4/8/2009	Sussman-Meyers	Pelton	0.2	325	65	
4/13/2009	Sussman-Tarr	Pelton	0.1	315	32	
4/13/2009	Sussman-Meyers	Pelton	0.1	325	33	
4/20/2009	Sussman-Tarr	Pelton	0.2	315	63	
4/22/2009	Padrick- Whittington	Pelton	0.2	450	90	
4/22/2009	Sussman-Tarr	Pelton	1.2	315	378	
4/22/2009	Sussman-Meyers	Pelton	1.3	325	423	
4/23/2009	Padrick- Whittington	Pelton	2.0	450	900	
4/23/2009	Sussman-Tarr	Pelton	2.3	315	725	
4/24/2009	Sussman-Tarr	Pelton	0.6	315	189	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
4/24/2009	Sussman-Meyers	Pelton	0.2	325	65	
4/26/2009	Sussman- Tarr	Pelton	1.7	315	536	
4/27/2009	Padrick- Whittington	Pelton	0.5	450	225	
4/27/2009	Sussman- Tarr	Pelton	1.4	315	441	
4/28/2009	Padrick- Whittington	Pelton	0.4	450	180	
4/28/2009	Sussman- Meyers	Pelton	0.8	325	260	
4/28/2009	Sussman- Meyers	Pelton	0.2	325	65	
4/29/2009	Padrick- Whittington	Pelton	0.4	450	180	
4/29/2009	Sussman- Tarr	Pelton	0.2	315	63	
4/29/2009	Sussman- Meyers	Pelton	2.9	325	943	
4/30/2009	Padrick- Whittington	Pelton	0.3	450	135	
4/30/2009	Sussman- Meyers	Pelton	0.3	325	98	
5/1/2009	Sussman- Meyers	Pelton	0.1	325	33	6,118
3/2/2009	Tonkon-Simson	Perkins	0.2	450	90	90
3/10/2009	Padrick- Whittington	Points West	1.0	450	450	
3/17/2009	Padrick- Whittington	Points West	0.1	450	45	
4/15/2009	Sussman-Dolan	Points West	0.4	170	68	563
4/7/2009	Tonkon-Simson	Robison	0.2	450	90	
4/7/2009	Sussman-Tarr	Robison	0.1	315	32	
4/7/2009	Sussman-Meyers	Robison	0.2	325	65	
4/8/2009	Padrick- Whittington	Robison	1.0	450	450	
4/13/2009	Sussman-Tarr	Robison	0.2	315	63	
4/13/2009	Sussman-Meyers	Robison	0.1	325	33	
4/17/2009	Tonkon-Bjerk	Robison	0.3	195	59	
4/20/2009	Sussman-Tarr	Robison	0.2	315	63	
4/30/2009	Sussman- Meyers	Robison	0.5	325	163	
4/30/2009	Padrick- Whittington	Robison	0.3	450	135	1,151
4/3/2009	Padrick- Whittington	Rocky Mountain	1.5	450	675	
4/4/2009	Padrick- Whittington	Rocky Mountain	0.3	450	135	
4/7/2009	Sussman-Tarr	Rocky Mountain	0.1	315	32	
4/7/2009	Sussman-Meyers	Rocky Mountain	0.3	325	98	
4/13/2009	Sussman-Tarr	Rocky Mountain	0.2	315	63	
4/13/2009	Sussman-Meyers	Rocky Mountain	0.1	325	33	
4/20/2009	Sussman-Tarr	Rocky Mountain	0.2	315	63	
4/28/2009	Sussman- Meyers	Rocky Mountain	0.2	325	65	
4/30/2009	Sussman- Meyers	Rocky Mountain	0.3	325	98	
4/30/2009	Sussman- Solomon	Rocky Mountain	3.0	260	780	
5/1/2009	Sussman- Solomon	Rocky Mountain	0.4	260	104	2,144
2/24/2009	Sussman-Meyers	Rolake	0.2	325	65	
3/9/2009	Sussman-Meyers	Rolake	1.2	325	390	
3/9/2009	Sussman-Meyers	Rolake	1.3	325	423	
3/10/2009	Sussman-Meyers	Rolake	0.2	325	65	
3/11/2009	Padrick- Whittington	Rolake	1.4	450	630	
3/12/2009	Sussman-Tarr	Rolake	0.4	263	95	
3/12/2009	Sussman-Meyers	Rolake	0.2	325	65	
3/12/2009	Sussman-Moody	Rolake	0.2	150	30	
3/12/2009	Sussman-Moody	Rolake	0.2	150	30	
3/13/2009	Sussman-Meyers	Rolake	0.2	325	65	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
4/27/2009	Sussman- Meyers	Rolake	0.1	325	33	
4/30/2009	Padrick- Whittington	Rolake	0.3	450	135	
3/9/2009	Padrick- Whittington	Rolake	1.0	450	450	2,475
2/25/2009	Sussman-Meyers	Simeonov	0.2	325	65	
3/11/2009	Padrick- Whittington	Simeonov	1.4	450	630	
3/25/2009	Sussman-Meyers	Simeonov	0.1	325	33	
4/7/2009	Sussman-Tarr	Simeonov	0.1	315	32	
4/8/2009	Padrick- Whittington	Simeonov	1.0	450	450	
4/13/2009	Padrick- Whittington	Simeonov	0.5	450	225	
4/13/2009	Sussman-Tarr	Simeonov	0.2	315	63	
4/13/2009	Sussman-Meyers	Simeonov	0.1	325	33	
4/15/2009	Padrick- Whittington	Simeonov	0.2	450	90	
4/15/2009	Sussman-Tarr	Simeonov	0.5	315	158	
4/15/2009	Sussman-Meyers	Simeonov	0.1	325	33	
4/17/2009	Sussman-Tarr	Simeonov	2.7	315	851	
4/20/2009	Padrick- Whittington	Simeonov	1.2	450	540	
4/20/2009	Sussman-Tarr	Simeonov	0.2	315	63	
4/21/2009	Padrick- Whittington	Simeonov	0.5	450	225	
4/21/2009	Sussman-Tarr	Simeonov	0.5	315	158	
4/22/2009	Padrick- Whittington	Simeonov	0.5	450	225	
4/22/2009	Sussman-Meyers	Simeonov	0.2	325	65	
4/23/2009	Sussman-Tarr	Simeonov	0.5	315	158	
4/28/2009	Sussman- Tarr	Simeonov	0.4	315	126	
4/28/2009	Sussman- Meyers	Simeonov	0.5	325	163	
4/30/2009	Sussman- Meyers	Simeonov	0.2	325	65	
5/1/2009	Sussman- Tarr	Simeonov	0.2	315	63	
5/1/2009	Sussman- Meyers	Simeonov	0.1	325	33	
5/7/2009	Sussman- Tarr	Simeonov	0.9	315	284	
5/11/2009	Padrick- Whittington	Simeonov	0.3	450	135	4,961
3/2/2009	Sussman-Meyers	T&N	0.3	325	98	
3/3/2009	Sussman-Meyers	T&N	0.2	325	65	
3/26/2009	Sussman-Meyers	T&N	0.2	325	65	
4/9/2009	Sussman-Meyers	T&N	0.2	325	65	293
2/23/2009	Sussman-Meyers	Talent	0.4	325	130	
3/10/2009	Sussman-Meyers	Talent	0.1	325	33	
3/27/2009	Sussman-Meyers	Talent	0.1	325	33	
4/3/2009	Padrick- Whittington	Talent	1.0	450	450	
4/7/2009	Sussman-Tarr	Talent	0.2	315	63	
4/7/2009	Sussman-Meyers	Talent	0.3	325	98	
4/8/2009	Sussman-Meyers	Talent	0.2	325	65	
4/13/2009	Sussman-Meyers	Talent	0.1	325	33	
4/13/2009	Sussman-Meyers	Talent	0.2	325	65	
4/20/2009	Sussman-Tarr	Talent	0.2	315	63	
4/30/2009	Sussman- Meyers	Talent	0.2	325	65	
4/8/2009	Padrick- Whittington	Talent	1.4	450	630	1,726
4/7/2009	Sussman-Tarr	Tenneson	0.2	315	63	
4/7/2009	Sussman-Meyers	Tenneson	0.3	325	98	
4/10/2009	Padrick- Whittington	Tenneson	2.4	450	1,080	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
4/13/2009	Padrick- Whittington	Tenneson	1.5	450	675	
4/13/2009	Sussman-Tarr	Tenneson	0.2	315	63	
4/13/2009	Sussman-Tarr	Tenneson	0.7	315	221	
4/13/2009	Sussman-Meyers	Tenneson	0.1	325	33	
4/14/2009	Padrick- Whittington	Tenneson	2.0	450	900	
4/14/2009	Sussman-Meyers	Tenneson	0.2	325	49	
4/15/2009	Padrick- Whittington	Tenneson	1.0	450	450	3,630
3/31/2009	Padrick- Whittington	Thomas	0.7	450	315	
4/4/2009	Padrick- Whittington	Thomas	0.5	450	225	
4/7/2009	Sussman-Tarr	Thomas	0.2	315	63	
4/7/2009	Sussman-Meyers	Thomas	0.3	325	98	
4/9/2009	Sussman-Meyers	Thomas	0.2	325	65	
4/10/2009	Padrick- Whittington	Thomas	0.3	450	135	
4/13/2009	Sussman-Tarr	Thomas	0.2	315	63	
4/13/2009	Sussman-Meyers	Thomas	0.1	325	33	
4/15/2009	Padrick- Whittington	Thomas	1.3	450	585	
4/20/2009	Padrick- Whittington	Thomas	0.3	450	135	
4/21/2009	Padrick- Whittington	Thomas	0.3	450	135	
4/30/2009	Sussman- Meyers	Thomas	0.1	325	33	
5/5/2009	Sussman- Meyers	Thomas	0.1	325	33	
5/7/2009	Padrick- Whittington	Thomas	0.3	450	135	
5/7/2009	Padrick- Whittington	Thomas	0.2	450	90	
5/12/2009	Sussman- Hanna	Thomas	1.1	330	363	
5/12/2009	Padrick- Whittington	Thomas	1.0	450	450	
5/12/2009	Sussman- Tarr	Thomas	5.2	315	1,638	4,592
3/31/2009	Padrick- Whittington	Timberland	0.4	450	180	
4/7/2009	Padrick- Whittington	Timberland	0.5	450	225	405
4/15/2009	Sussman-Doian	Tschauner	0.5	170	85	85
4/28/2009	Sussman- Meyers	Validation Resources	0.2	325	65	
4/28/2009	Sussman- Meyers	Validation Resources	0.2	325	65	
4/28/2009	Sussman- Solomon	Validation Resources	3.9	260	1,014	
4/29/2009	Sussman- Tarr	Validation Resources	1.8	315	567	
4/29/2009	Sussman- Meyers	Validation Resources	0.8	325	260	
4/29/2009	Sussman- Solomon	Validation Resources	0.5	260	130	
4/30/2009	Sussman- Tarr	Validation Resources	0.2	315	63	
5/1/2009	Sussman- Meyers	Validation Resources	0.2	325	65	
5/4/2009	Padrick- Whittington	Validation Resources	0.5	450	225	
5/6/2009	Sussman- Tarr	Validation Resources	1.1	315	347	2,801
5/7/2009	Padrick- Whittington	Vossburg	0.2	450	90	90
4/13/2009	Sussman-Tarr	Walters	0.1	315	32	
4/13/2009	Sussman-Meyers	Walters	0.1	325	33	
4/20/2009	Sussman-Tarr	Walters	0.1	315	32	
4/28/2009	Padrick- Whittington	Walters	0.4	450	180	
5/7/2009	Sussman- Moyes	Walters	0.2	200	40	
5/8/2009	Sussman- Moyes	Walters	2.0	200	400	716
3/31/2009	Padrick- Whittington	Westerlund	0.4	450	180	
5/12/2009	Padrick- Whittington	Westerlund	1.0	450	450	630
2/24/2009	Sussman-Meyers	Zimmerman	0.2	325	65	

EXHIBIT G

Professional Hours/Time/Billings by Multiple Firms to Complete Exchanges Recap

<u>Date</u>	<u>Billing Firm/ Professional</u>	<u>Exchanger or Description</u>	<u>Time</u>	<u>Billing Rate</u>	<u>Billing Amount</u>	<u>Exchanger Totals</u>
3/2/2009	Sussman-Meyers	Zimmerman	0.3	325	98	
3/2/2009	Sussman-Meyers	Zimmerman	0.1	325	33	195
<u>Totals for all exchangers</u>					<u>151,925</u>	<u>151,925</u>

Exhibit H

Joint Conferences Involving 3 Or More Between Obsidian/Tonkon Torp Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Conference Amount</u>
2/17/2009	Three person conference				
	Bjerk	195	4.0	780	
	Aman	325	4.0	1,300	
	Padrick	600	4.0	2,400	
	Simson	450	4.0	1,800	
	Total estimated cost				6,280
2/18/2009	Three person conference				
	Simson	450	1.9	855	
	Rose	400	1.9	760	
	Padrick	600	1.9	1,140	
	Total estimated cost				2,755
2/19/2009	Three person conference				
	Simson	450	1.0	450	
	Padrick	600	1.0	600	
	Bjerk	195	1.0	195	
					1,245
2/24/2009	Three person conference				
	Simson	450	0.3	135	
	Padrick	600	0.3	180	
	Whittington	450	0.3	135	
					450
2/26/2009	Three person conference				
	Carey	425	0.3	128	
	Simson	450	0.3	135	
	Rose	400	0.3	120	
					383
3/5/2009	Three person conference				
	Whittington	450	0.5	225	
	Bjerk	195	0.5	98	
	Simson	450	0.5	225	
	Total estimated cost				548
3/6/2009	Three person conference				
	Simson	450	0.3	135	
	Padrick	600	0.3	180	
	Rose	400	0.3	120	
	Total estimated cost				435
3/11/2009	Four person conference				
	Bjerk	195	1.0	195	
	Simson	450	1.0	450	

Exhibit H

Joint Conferences Involving 3 Or More Between Obsidian/Tonkon Torp
Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Conference Amount</u>
	Whittington	450	1.0	450	
	Thomas	430	1.0	430	
3/11/2009	Three person conference				1,525
	Leroux	425	1.4	595	
	Simson	450	1.4	630	
	Whittington	450	1.4	630	
3/12/2009	Three person conference				1,855
	Padrick	600	0.4	240	
	Simson	450	0.4	180	
	Aman	325	0.4	130	
	Total estimated cost				550
3/16/2009	Six person conference				
	Padrick	600	1.1	660	
	Stilley	375	1.1	413	
	Aman	325	1.1	358	
	Bjerk	195	1.1	215	
	Thomas	430	1.1	473	
	Hedberg	570	1.1	627	
	Total estimated cost				2,745
3/16/2009	Six person conference				
	Bjerk	195	1.4	273	
	Aman	325	1.4	455	
	Padrick	600	1.4	840	
	Stilley	375	1.4	525	
	Hedberg	570	1.4	798	
	Thomas	430	1.4	602	
	Total estimated cost				3,493
3/20/2009	Three person conference				
	Padrick	600	0.8	480	
	Aman	325	0.8	260	
	Simson	450	0.8	360	
	Total estimated cost				1,100
3/24/2009	Four person conference				
	Simson	450	2.2	990	
	Padrick	600	2.2	1,320	
	Aman	325	2.2	715	
	Thomas	430	2.2	946	
	Total estimated cost				3,971
3/25/2009	Three person conference				

Exhibit H

Joint Conferences Involving 3 Or More Between Obsidian/Tonkon Torp
Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Conference Amount</u>
	Simson	450	0.5	225	
	Bjerk	195	0.5	98	
	Whittington	450	0.5	<u>225</u>	548
3/25/2009	Five person conference				
	Padrick	600	2.6	1,560	
	Thomas	430	2.6	1,118	
	Simson	450	2.6	1,170	
	Whittington	450	2.6	1,170	
	Andersen	315	2.6	<u>819</u>	5,837
	Total estimated cost				
3/26/2009	Three person conference				
	Bjerk	195	0.3	59	
	Rose	400	0.3	120	
	Simson	450	0.3	<u>135</u>	314
	Total estimated cost				
3/27/2009	Three person conference				
	Bjerk	195	0.4	78	
	Simson	450	0.4	180	
	Meyers	325	0.4	<u>130</u>	388
3/27/2009	Three person conference				
	Simson	450	0.6	270	
	Padrick	600	0.6	360	
	Aman	325	0.6	<u>195</u>	825
3/30/2009	Three person conferernce				
	Whittington	450	0.5	225	
	Bjerk	195	0.5	98	
	Simson	450	0.5	<u>225</u>	548
	Total estimated cost				
3/30/2009	Three person conference				
	Bjerk	195	0.3	59	
	Simson	450	0.3	135	
	Ford	350	0.3	<u>105</u>	299
3/30/2009	Three person conference				
	Petersen	275	0.4	110	
	Rose	400	0.4	160	

Exhibit H

Joint Conferences Involving 3 Or More Between Obsidian/Tonkon Torp
Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Conference Amount</u>
	Aman	325	0.4	130	
	Total estimated cost				400
3/30/2009	Three person conference				
	Aman	325	0.4	130	
	Simson	450	0.4	180	
	Padrick	600	0.4	240	
	Total estimated cost				550
3/30/2009	Three person conference				
	Aman	325	0.5	163	
	Simson	450	0.5	225	
	Padrick	600	0.5	300	
	Total estimated cost				688
3/31/2009	Three person conference				
	Aman	325	0.5	163	
	Simson	450	0.5	225	
	Padrick	600	0.5	300	
	Total estimated cost				688
4/1/2009	Three person conference				
	Aman	325	0.5	163	
	Padrick	600	0.5	300	
	Simson	450	0.5	225	
	Total estimated cost				688
4/7/2009	Three person conference				
	Bjerk	195	0.5	98	
	Rose	400	0.5	200	
	Courtnage	300	0.5	150	
	Total estimated cost				448
4/7/2009	Three person conference				
	Aman	325	0.5	163	
	Padrick	600	0.5	300	
	Weiss	300	0.5	150	
	Total estimated cost				613
4/10/2009	Four person conference				
	Padrick	600	1.1	660	
	Simson	450	1.1	495	
	Bjerk	195	1.1	215	
	Rose	400	1.1	440	
	Total estimated cost				1,810

Exhibit H

Joint Conferences Involving 3 Or More Between Obsidian/Tonkon Torp
Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Conference Amount</u>
4/16/2009	Three person conference				
	Padrick	600	0.5	300	
	Simson	450	0.5	225	
	Bjerk	195	0.5	98	
	Total estimated cost				623
4/28/2009	Three person conference				
	Padrick	600	0.1	60	
	Aman	325	0.1	33	
	Simson	450	0.1	45	
	Total estimated cost				138
4/28/2009	Three person conference				
	Padrick	600	0.5	300	
	Aman	325	0.5	163	
	Simson	450	0.5	225	
	Total estimated cost				688
4/28/2009	Three person conference				
	Padrick	600	0.2	120	
	Aman	325	0.2	65	
	Simson	450	0.2	90	
	Total estimated cost				275
4/28/2009	Three person conference				
	Padrick	600	0.1	60	
	Aman	325	0.1	33	
	Rose	400	0.1	40	
	Total estimated cost				133
4/29/2009	Three person conference				
	Padrick	600	3.7	2,220	
	Weiss	300	3.7	1,110	
	Aman	325	3.7	1,203	
	Total estimated cost				4,533
4/29/2009	Three person conference				
	Simson	450	3.7	1,665	
	Aman	325	3.7	1,203	
	Cronn	350	3.7	1,295	
	Total estimated cost				4,163
5/1/2009	Three person conference				
	Padrick	600	1.2	720	

Exhibit H

Joint Conferences Involving 3 Or More Between Obsidian/Tonkon Torp
Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Conference Amount</u>
	Aman	325	1.2	390	
	Rose	400	1.2	480	
	Total estimated cost				1,590
5/1/2009	Four person conference				
	Padrick	600	1.6	960	
	Thomas	430	1.6	688	
	Simson	450	1.6	720	
	Aman	325	1.6	520	
	Total estimated cost				2,888
5/5/2009	Six person conference				
	Rose	400	4.1	1,640	
	Padrick	600	4.1	2,460	
	Simson	450	4.1	1,845	
	Whittington	450	4.1	1,845	
	Wheeler	450	4.1	1,845	
	Aman	325	4.1	1,333	
	Total estimated cost				10,968
5/6/2009	Three person conference				
	Padrick	600	0.1	60	
	Simson	450	0.1	45	
	Lindberg	185	0.1	19	
	Total estimated cost				124
5/6/2009	Three person conference				
	Padrick	600	0.7	420	
	Simson	450	0.7	315	
	Thomas	430	0.7	301	
	Total estimated cost				1,036
5/6/2009	Five person conference				
	Rose	400	2.3	920	
	Simson	450	2.3	1,035	
	Padrick	600	2.3	1,380	
	Aman	325	2.3	748	
	Thomas	430	2.3	989	
	Total estimated cost				5,072
5/6/2009	Five person conference				
	Padrick	600	2.1	1,260	
	Simson	450	2.1	945	
	Aman	325	2.1	683	

Exhibit H

Joint Conferences Involving 3 Or More Between Obsidian/Tonkon Torp
Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Conference Amount</u>
	Thomas	430	2.1	903	
	Rose	400	2.1	840	
	Total estimated cost				4,631
5/6/2009	Three person conference				
	Padrick	600	0.8	480	
	Simson	450	0.8	360	
	Rose	400	0.8	320	
	Total estimated cost				1,160
5/8/2009	Three person conference				
	Whittington	450	2.0	900	
	Bjerk	195	2.0	390	
	Norwood	250	2.0	500	
	Total estimated cost				1,790
5/8/2009	Three person conference				
	Padrick	600	1.1	660	
	Aman	325	1.1	358	
	Simson	450	1.1	495	
	Total estimated cost				1,513
5/12/2009	Six person conference				
	Wheeler	450	1.1	495	
	Simson	450	1.1	495	
	Bjerk	195	1.1	215	
	Padrick	600	1.1	660	
	Rose	400	1.1	440	
	Whittington	450	1.1	495	
	Total estimated cost				2,800
5/12/2009	Three person conference				
	Rose	400	1.0	400	
	Simson	450	1.0	450	
	Padrick	600	1.0	600	
	Total estimated cost				1,450
5/12/2009	Six person conference				
	Padrick	600	1.8	1,080	
	Simson	450	1.8	810	
	Bjerk	195	1.8	351	
	Rose	400	1.8	720	
	Whittington	450	1.8	810	
	Wheeler	450	1.8	810	
	Total estimated cost				4,581

Exhibit H

Joint Conferences Involving 3 Or More Between Obsidian/Tonkon Torp
Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Conference Amount</u>
5/12/2009	Three person conference				
	Whittington	450	0.5	225	
	Simson	450	0.5	225	
	Padrick	600	0.5	300	
	Total estimated cost				750
5/12/2009	Four person conference				
	Whittington	450	0.5	225	
	Simson	450	0.5	225	
	Bjerk	195	0.5	98	
	Padrick	600	0.5	300	
	Total estimated cost				848
	Grand total				<u>93,720</u>

EXHIBIT I

Obsidian Joint Conferences Involving 3 OR More People Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Totals</u>
2/18/2009	Three-person conference				
	Padrick	600	1.5	900	
	Whittington	450	1.5	675	
	Norwood	250	1.5	375	
				1,950	
2/18/2009	Three-person conference				
	Wheeler	450	0.5	225	
	Whittington	450	0.5	225	
	Rose	400	0.5	200	
	Total estimated cost			650	
2/18/2009	Three-person conference				
	Wheeler	450	0.5	225	
	Whittington	450	0.5	225	
	Rose	400	0.5	200	
	Total estimated cost			650	
2/20/2009	Four-person conference				
	Rose	400	0.2	80	
	Courtnage	300	0.2	60	
	Norwood	250	0.2	50	
	Total estimated cost			190	
2/23/2009	Four-person conference				
	Wheeler	450	0.8	360	
	Rose	400	0.8	320	
	Courtnage	300	0.8	240	
	Rotkowski	300	0.8	240	
	Total estimated cost			1,160	
2/23/2009	Five-person conference				
	Wheeler	450	1.4	630	
	Whittington	450	1.4	630	
	Rose	400	1.4	560	
	Courtnage	300	1.4	420	
	Moore	300	1.4	420	
	Total estimated cost			2,660	
2/26/2009	Seven-person meeting				
	Padrick	600	1.2	720	
	Wheeler	450	1.2	540	
	Whittington	450	1.2	540	
	Rose	400	1.2	480	
	Courtnage	300	1.2	360	
	Rotkowski	300	1.2	360	
	Moore	300	1.2	360	

EXHIBIT I

Obsidian Joint Conferences Involving 3 OR More People Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Totals</u>
	Total estimated cost				3,360
2/26/2009	Three-person meeting				
	Wheeler	450	0.5	225	
	Courtnage	300	0.5	150	
	Norwood	250	0.5	125	
	Total estimated cost			500	500
2/26/2009	Seven-person conference				
	Padrick	600	2.6	1,560	
	Wheeler	450	2.6	1,170	
	Whittington	450	2.6	1,170	
	Rose	400	2.6	1,040	
	Rotkowski	300	2.6	780	
	Moore	300	2.6	780	
	Norwood	250	2.6	650	
	Total estimated cost			7,150	7,150
2/27/2009	Three-person meeting				
	Whittington	450	1.0	450	
	Rose	400	1.0	400	
	Wheeler	450	1.0	450	
	Total estimated cost			1,300	1,300
3/2/2009	Three-person conference				
	Wheeler	450	0.8	360	
	Courtnage	300	0.8	240	
	Rotkowski	300	0.8	240	
	Total estimated cost			840	840
3/3/2009	Four-person conference				
	Padrick	600	2.6	1,560	
	Wheeler	450	2.6	1,170	
	Courtnage	300	2.6	780	
	Rotkowski	300	2.6	780	
	Total estimated cost			4,290	4,290
3/4/2009	Four-person conference				
	Padrick	600	1.3	780	
	Wheeler	450	1.3	585	
	Courtnage	300	1.3	390	
	Rotkowski	300	1.3	390	
	Total estimated cost			2,145	2,145
3/5/2009	Four-person conference				
	Wheeler	450	1.5	675	

EXHIBIT I

Obsidian Joint Conferences Involving 3 OR More People

Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Totals</u>
	Whittington	450	1.5	675	
	Rose	400	1.5	600	
	Courtnage	300	1.5	450	
	Total estimated price				2,400
<hr/>					
3/9/2009	Six-person conference				
	Padrick	600	1.8	1,080	
	Wheeler	450	1.8	810	
	Whittington	450	1.8	810	
	Rose	400	1.8	720	
	Courtnage	300	1.8	540	
	Norwood	250	1.8	450	
	Total estimated cost				4,410
3/11/2009	Three-person conference				
	Wheeler	450	2.0	900	
	Whittington	450	2.0	900	
	Rose	400	2.0	800	
	Total estimated cost				2,600
3/11/2009	Three-person conference				
	Wheeler	450	0.8	360	
	Rotkowski	300	0.8	240	
	Nugent	200	0.8	160	
	Total estimated cost				760
3/18/2009	Seven-person conference				
	Padrick	600	1.3	780	
	Wheeler	450	1.3	585	
	Whittington	450	1.3	585	
	Rose	400	1.3	520	
	Rotkowski	300	1.3	390	
	Courtnage	300	1.3	390	
	Norwood	250	1.3	325	
	Total estimated cost				3,575
3/20/2009	Three-person conference				
	Wheeler	450	0.8	360	
	Whittington	450	0.8	360	
	Rose	400	0.8	320	
	Total estimated cost				1,040
3/23/2009	Four-person conference				
	Wheeler	600	0.8	480	
	Rose	450	0.8	360	
	Courtnage	300	0.8	240	

EXHIBIT I

Obsidian Joint Conferences Involving 3 OR More People

Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Totals</u>
	Rotkowski	400	0.8	320	
	Total estimated cost				1,400
3/24/2009	Three-person conference				
	Padrick	600	0.7	420	
	Whittington	450	0.7	315	
	Rose	400	0.7	280	
	Total estimated cost				1,015
3/24/2009	Three-person conference				
	Padrick	600	0.3	180	
	Whittington	450	0.3	135	
	Rose	400	0.3	120	
	Total estimated cost				435
3/24/2009	Three-person conference				
	Whittington	450	0.3	135	
	Norwood	250	0.3	75	
	Rose	400	0.3	120	
	Total estimated cost				330
3/25/2009	Three-person conference				
	Padrick	600	0.5	300	
	Whittington	450	0.5	225	
	Rose	400	0.5	200	
	Total estimated cost				725
3/25/2009	Four-person conference				
	Rose	400	0.4	160	
	Wheeler	450	0.4	180	
	Courtnage	300	0.4	120	
	Shapley	100	0.4	40	
	Total estimated cost				500
3/26/2009	Three-person conference				
	Padrick	600	1.3	780	
	Whittington	450	1.3	585	
	Rose	400	1.3	520	
	Total estimated cost				1,885
3/27/2009	Four-person conference				
	Padrick	600	0.5	300	
	Wheeler	450	0.5	225	
	Whittington	450	0.5	225	
	Rose	400	0.5	200	
	Total estimated cost				950

EXHIBIT I

Obsidian Joint Conferences Involving 3 OR More People

Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Totals</u>
3/30/2009	Eight-person conference				
	Wheeler	450	0.5	225	
	Whittington	450	0.5	225	
	Rose	400	0.5	200	
	Rotkowski	300	0.5	150	
	Moore	300	0.5	150	
	Courtnage	300	0.5	150	
	Norwood	250	0.5	125	
	Martin	-	0.5	-	
	Total estimated cost				1,225
4/1/2009	Nine-person conference				
	Padrick	600	2.2	1,320	
	Wheeler	450	2.2	990	
	Whittington	450	2.2	990	
	Rose	400	2.2	880	
	Courtnage	300	2.2	660	
	Moore	300	2.2	660	
	Rotkowski	300	2.2	660	
	Norwood	250	2.2	550	
	Nugent	200	2.2	440	
	Total estimated cost				7,150
4/1/2009	Four-person conference				
	Rose	400	1.0	400	
	Moore	300	1.0	300	
	Norwood	250	1.0	250	
	Nugent	200	1.0	200	
	Total estimated cost				1,150
4/1/2009	Eight-person conference				
	Padrick	600	3.0	1,800	
	Wheeler	450	3.0	1,350	
	Whittington	450	3.0	1,350	
	Rose	400	3.0	1,200	
	Courtnage	300	3.0	900	
	Norwood	250	3.0	750	
	Total estimated cost				7,350
4/13/2009	Four-person conference				
	Wheeler	450	1.6	720	
	Rose	400	1.6	640	
	Courtnage	300	1.6	480	
	Rotkowski	300	1.6	480	
	Total estimated cost				2,320

EXHIBIT I

Obsidian Joint Conferences Involving 3 OR More People Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Totals</u>
4/14/2009	Eight-person conference				
	Padrick	600	1.6	960	
	Wheeler	450	1.6	720	
	Whittington	450	1.6	720	
	Rose	400	1.6	640	
	Rotkowski	300	1.6	480	
	Moore	300	1.6	480	
	Norwood	250	1.6	400	
	Nugent	200	1.6	320	
	Total estimated cost				4,720
4/27/2009	Three-person conference				
	Wheeler	450	0.2	90	
	Rose	400	0.2	80	
	Courtnage	300	0.2	60	
	Total estimated cost				230
4/28/2009	Eight-person conference				
	Padrick	600	0.8	480	
	Wheeler	450	0.8	360	
	Rose	400	0.8	320	
	Courtnage	300	0.8	240	
	Moore	300	0.8	240	
	Rotkowski	300	0.8	240	
	Norwood	250	0.8	200	
	Nugent	200	0.8	160	
	Total estimated cost				2,240
5/5/2009	Three-person conference				
	Padrick	600	1.5	900	
	Whittington	450	1.5	675	
	Norwood	250	1.5	375	
	Total estimated cost				1,950
5/5/2009	Four-person conference				
	Padrick	600	4.1	2,460	
	Wheeler	450	4.1	1,845	
	Whittington	450	4.1	1,845	
	Rose	400	4.1	1,640	
	Total estimated cost				7,790
5/6/2009	Nine-person conference				
	Wheeler	450	1.1	495	
	Padrick	600	1.1		
	Whittington	450	1.1	495	

EXHIBIT I

Obsidian Joint Conferences Involving 3 OR More People Recap

<u>Date</u>	<u>Firm/Billing Person</u>	<u>Hourly Rate</u>	<u>Time</u>	<u>Amount</u>	<u>Totals</u>
	Rose	400	1.1	440	
	Moore	300	1.1	330	
	Rotkowski	300	1.1	330	
	Norwood	250	1.1	275	
	Nugent	200	1.1	220	
	Courtnage	300	1.1	330	
	Total estimated cost				2,915
5/6/2009	Four-person conference				
	Padrick	600	2.0	1,200	
	Wheeler	450	2.0	900	
	Whittington	450	2.0	900	
	Rose	400	2.0	800	
	Total estimated cost				3,800
5/11/2009	Three-person conference				
	Wheeler	450	1.9	855	
	Whittington	450	1.9	855	
	Rose	400	1.9	760	
	Total estimated cost				2,470
5/11/2009	Three-person conference				
	Wheeler	450	2.0	900	
	Whittington	450	2.0	900	
	Rose	400	2.0	800	
	Total estimated cost				2,600
5/12/2009	Three-person conference				
	Wheeler	450	0.4	180	
	Whittington	450	0.4	180	
	Rose	400	0.4	160	
	Total estimated cost				520
	Grand total				<u>97,300</u>

Exhibit J

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re
Summit Accommodators, Inc.
dba Summit 1031 Exchange

) Case No. 08-37031-rld11
)
) NOTICE RE ORDER
) CONFIRMING CHAPTER 11
) PLAN, ANY APPROPRIATE
) INJUNCTION, AND DISCHARGE

Debtor(s)

NOTICE IS SERVED by the undersigned (e.g., debtor's attorney) Attorneys for Official UCC whose name and service address are: Perkins Coie, LLP, 1120 N.W. Couch Street, 10th Fl., Portland, OR 97209

- _____ of the following:
- A. This court entered an order on 05/12/09 confirming the plan or amended plan dated 03/31/09, filed by (e.g., debtor) Official UCC and Chapter 11 Trustee, and, if filed by debtor, the debtor's address and Taxpayer ID#(s) (last 4 digits) are: _____
- B. Except as otherwise provided in the plan or order confirming the plan:
1. If the debtor(s) is/are NOT an individual that filed this case on or after 10/17/05, then the debtor(s) is/are discharged from: (a) any debt that arose prior to the date of entry of the order confirming such plan and from any kind of debt specified in 11 USC §502(g), (h) or (i), whether or not a proof of claim was filed or deemed filed, whether or not such claim was allowed, whether or not the holder of such claim accepted the plan and whether or not the right to payment was reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, secured or unsecured, EXCEPT (i) for debts that are not discharged under 11 USC §§1141(d)(2) or §1141(d)(6)(A) or (B) or (ii) if the plan liquidates substantially all estate property, the debtor does not engage in business after consummation and a discharge would be denied under §727(a) if the case were one under 11 USC Chapter 7; AND (b) any judgment is void to the extent it is a determination of the debtor's liability with respect to any discharged debt.
 2. If the debtor(s) IS/ARE an individual who filed this case on or after 10/17/05, then the debtor(s) shall not be discharged from any debt provided for in the plan until debtor(s) complete all payments under the plan unless the court orders otherwise for cause under 11 USC §1141(d)(5)(A). The court may additionally grant a discharge to a debtor who has not completed plan payments if the court finds the debtor(s) meet the criteria of 11 USC §§1141(d)(5)(B) or (C).
 3. The property vested in debtor(s) under the plan is free and clear of all claims and interest of creditors and equity security holders.
 4. Commencement or continuation of any action, or of employment of process or any act to collect, recover or offset any such debt as the debtor's personal liability, or from the debtor's property, is enjoined.
- C. If applicable, the Order of Confirmation, in accordance with Federal Rule of Bankruptcy Procedure (FRBP) 3020, describes all acts enjoined by the plan that are not otherwise enjoined under the Bankruptcy Code.

D. Unless a written request for a hearing, setting forth the specific reasons therefor, is filed with the Clerk of Court (i.e., 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), within 20 days of this Notice's service date in pt. E, the Court will consider the following applications for compensation or administrative expenses, if any, without further notice:

APPLICANT	TOTAL AMOUNT OF FINAL REQUEST	TOTAL AMOUNT PAID TO DATE INCLUDING RETAINERS	BALANCE DUE	ESTIMATE OF CASE RELATED POST-CONFIRMATION COMPENSATION (INDICATE IF INCLUDED IN TOTAL AMOUNT OF FINAL REQUEST)
Perkins Coie LLP	\$395,607.78	0.00	\$395,607.78	Unknown
Sussman Shank LLP	\$407,394.51	\$211,859.57	\$195,534.94	\$117,000.00 (not in request)
Obsidian Finance Group LLC	\$184,732.43	\$100,000	\$84,732.43	Unknown
Kevin D. Padrick	\$469,599.39	0.00	\$469,599.39	Unknown
Tonkon Torp LLC	\$267,899.40	0.00	\$267,899.40	Unknown
Hoebet, Boise & Olson, PC	\$36,607.57	\$35,000	\$1,607.57	\$5,000.00 (not in request)
Tyrell B. Vance, LLC	\$89,827.42	\$50,000	\$39,827.42	none*
*(Included anticipated fees of \$3,000 in Final Request)				

E. On 06/15/09 copies of the above notice were served on the debtor(s), any trustee, the U.S. Trustee, and their respective attorneys; all interested parties; and any identified entity subject to an injunction provided for in the plan against conduct not otherwise enjoined under the Bankruptcy Code.

1190 (8/8/08)

/s/ Jeanette L. Thomas, Attorneys for Official UCC
SIGNATURE & Relation to Case

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person In Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
1	Padrick- Norwood	2/18/2009	Telephone conference with K. Padrick, P. Whittington, B. Jennings re:UCC distribution (.4)	0.40	Padrick- Padrick	-	0.40
2	Padrick- Rose	2/18/2009	Telephone conferences with D. Wheeler, P. Whittington re: first day matters and transition (.5).	0.50	Padrick- Wheeler	-	0.50
3	Padrick- Rose	2/18/2009	Telephone conferences with D. Wheeler, P. Whittington re: first day matters and transition (.5).	0.50	Padrick- Whittington	-	0.50
4	Padrick- Rose	2/18/2009	Telephone conference with M. Courtnage (.3)	0.30	Padrick- Courtnage	-	0.30
5	Padrick- Whittington	2/18/2009	Telephone conference with S. Ford re: assignments for Sussman Shank going forward; review email communications from S. Ford re: same and email re: Sussman Shank application (1.2)	1.20	Sussman- Ford	-	1.20
6	Padrick- Rose	2/19/2009	Telephone conference with S. Perez, C. Martin, D. Wheeler re: computer system transfer (.6)	0.60	Padrick- Wheeler	-	0.60
7	Padrick- Rose	2/19/2009	Telephone conference with S. Perez, N Brown, P. Whittington re: exchanger contact procedures (.5)	0.50	Padrick- Whittington	0.20	0.30
8	Padrick- Norwood	2/20/2009	Telephone conference with E. Rose, M. Courtnage re:trustee task list (.2)	0.20	Padrick- Rose	-	0.20
9	Padrick- Norwood	2/20/2009	Telephone conference with E. Rose, M. Courtnage re: trustee task list (.2)	0.20	Padrick- Courtnage	-	0.20
10	Padrick- Wheeler	2/23/2009	Conference with E. Rose, M. Courtnage and A. Rotkowski to discuss available information and responsibilities relating to administrative tasks (.8)	0.80	Padrick- Rose	-	0.80
11	Padrick- Wheeler	2/23/2009	Conference with E. Rose, M. Courtnage and A. Rotkowski to discuss available information and responsibilities relating to administrative tasks (.8)	0.80	Padrick- Courtnage	-	0.80
12	Padrick- Wheeler	2/23/2009	Conference with E. Rose, M. Courtnage and A. Rotkowski to discuss available information and responsibilities relating to administrative tasks (.8)	0.80	Padrick- Rotkowski	-	0.80
13	Padrick- Rose	2/23/2009	Telephone conference and email communication with K. Fearn, K. Padrick, C. Smith re:meeting (.5)	0.50	Padrick- Padrick	0.20	0.30
14	Padrick- Rose	2/23/2009	Conference with D. Wheeler, M. Courtnage, K. Moore, P. Whittington re: back-office administration and forensic accounting (1.4)	1.40	Padrick- Wheeler	-	1.40
15	Padrick- Rose	2/23/2009	Conference with D. Wheeler, M. Courtnage, K. Moore, P. Whittington re: back-office administration and forensic accounting (1.4)	1.40	Padrick- Courtnage	-	1.40

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Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

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16	Padrick- Rose	2/23/2009	Conference with D. Wheeler, M. Courtnage, K. Moore, P. Whittington re: back-office administration and forensic accounting (1.4)	1.40	Padrick- Moore	-	1.40
17	Padrick- Rose	2/23/2009	Conference with D. Wheeler, M. Courtnage, K. Moore, P. Whittington re: back-office administration and forensic accounting (1.4)	1.40	Padrick- Whittington	-	1.40
18	Padrick- Padrick	2/23/2009	Conference with P. Whittington re: reverse exchanges and other matters	0.30	Padrick- Whittington	-	0.30
19	Padrick- Padrick	2/23/2009	Conference with D. Wheeler re: preparation of disclosure statement and review of accounting records	0.40	Padrick- Wheeler	-	0.40
20	Padrick- Whittington	2/23/2009	conference with D. Wheeler et. al. re: timeline for plan and disclosure statement (4.3)	4.30	Padrick- Whittington	-	4.30
21	Padrick- Rose	2/24/2009	Conference with M. Courtnage, D. Wheeler re: payables	0.20	Padrick- Courtnage	-	0.20
22	Padrick- Rose	2/24/2009	Conference with M. Courtnage, D. Wheeler re: payables	0.20	Padrick- Wheeler	-	0.20
23	Padrick- Padrick	2/24/2009	Conference with E. Rose re: completion of sale of real property and TRO	0.20	Padrick- Rose	-	0.20
24	Padrick- Padrick	2/24/2009	Conference with D. Wheeler re: accounting records, server move, and rent (.2)	0.20	Padrick- Wheeler	-	0.20
25	Padrick- Norwood	2/24/2009	Telephone conference with E. Rose re: update on closing the Summit office (.4)	0.40	Padrick- Rose	-	0.40
26	Padrick- Rose	2/24/2009	Conference with D. Wheeler, M. Courtnage, E. Shapley re: payables procedures	0.40	Padrick- Wheeler	-	0.40
27	Padrick- Rose	2/24/2009	Conference with D. Wheeler, M. Courtnage, E. Shapley re: payables procedures	0.40	Padrick- Courtnage	-	0.40
28	Padrick- Rose	2/24/2009	Conference with D. Wheeler, M. Courtnage, E. Shapley re: payables procedures	0.40	Padrick- Shapley	-	0.40
29	Padrick- Padrick	2/24/2009	Telephone conference with L. Simson re: 9th Circuit case on constructive trust (.4)	0.40	Tonkon-Simson	-	0.40
30	Padrick- Padrick	2/24/2009	Telephone conference with L. Simson re: tracing (.1)	0.10	Tonkon-Simson	-	0.10
31	Padrick- Padrick	2/24/2009	Conference with P. Whittington re: segregated accounts and 1031 trust issue (.2)	0.20	Padrick-Whittington	-	0.20
32	Padrick- Padrick	2/24/2009	Telephone conference with Walker re: segregated accounts (.3)	0.30	Perkins-Walker	-	0.30
33	Padrick- Padrick	2/24/2009	Telephone conference with L. Simson re: constructive trust and tracing (.1)	0.10	Tonkon-Simson	-	0.10
34	Padrick- Padrick	2/24/2009	Telephone conference with L. Simson re: 9th Circuit case on constructive trust (.4)	0.40	Padrick-Simson	-	0.40

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Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person in Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
35	Padrick- Padrick	2/25/2009	Telephone conference with J. Thomas re: administrative method for handling reverse exchanges (.2)	0.20	Perkins- Thomas	-	0.20
36	Padrick- Padrick	2/25/2009	Telephone conference with S. Hedberg re: plan and disclosure statement and segregated accounts	0.20	Perkins- Hedberg	-	0.20
37	Padrick- Padrick	2/25/2009	Telephone conference with L. Simson re: various matters related to case administration (.4)	0.40	Tonkon- Simson	-	0.40
38	Padrick- Padrick	2/25/2009	Conference with P. Whittington re: reverse exchanges and email communications from M. Meyers	0.20	Padrick- Whittington	-	0.20
39	Padrick- Padrick	2/25/2009	Telephone conference with P. Whittington re; Freund transaction (.1)	0.10	Padrick-Whittington	-	0.10
40	Padrick- Padrick	2/25/2009	Telephone conference with Walker re; segregated account holders and potential settlement (.2)	0.20	Perkins-Walker	-	0.20
41	Padrick- Whittington	2/25/2009	Review conference with K. Padrick re; same; telephone conference with M. Meyers re; same (1.0)	1.00	Padrick-Whittington	-	1.00
42	Padrick- Wheeler	2/26/2009	Meeting with K. Padrick, E. Rose, M. Courtnage, P. Whittington, K. Moore, A. Rotkowski to discuss status of accounting investigation and other administrative matters (1.2)	1.20	Padrick- Padrick	0.90	0.30
43	Padrick- Wheeler	2/26/2009	Meeting with K. Padrick, E. Rose, M. Courtnage, P. Whittington, K. Moore, A. Rotkowski to discuss status of accounting investigation and other administrative matters (1.2)	1.20	Padrick- Rose	-	1.20
44	Padrick- Wheeler	2/26/2009	Meeting with K. Padrick, E. Rose, M. Courtnage, P. Whittington, K. Moore, A. Rotkowski to discuss status of accounting investigation and other administrative matters (1.2)	1.20	Padrick- Moore	-	1.20
45	Padrick- Wheeler	2/26/2009	Meeting with K. Padrick, E. Rose, M. Courtnage, P. Whittington, K. Moore, A. Rotkowski to discuss status of accounting investigation and other administrative matters (1.2)	1.20	Padrick- Rotkowski	1.00	0.20
46	Padrick- Whittington	2/26/2009	Conference with K. Padrick, E. Rose, D. Wheeler, K. Moore, R. Norwood, A. Rotkowski re: planning; review of status of admin tasks, forensic accounting, need for tax preparation, and exchange issues (2.0)	2.00	Padrick- Padrick	0.90	1.10

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person In Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
47	Padrick-Whittington	2/26/2009	Conference with K. Padrick, E. Rose, D. Wheeler, K. Moore, R. Norwood, A. Rotkowski re: planning; review of status of admin tasks, forensic accounting, need for tax preparation, and exchange issues (2.0)	2.00	Padrick- Rose	-	2.00
48	Padrick-Whittington	2/26/2009	Conference with K. Padrick, E. Rose, D. Wheeler, K. Moore, R. Norwood, A. Rotkowski re: planning; review of status of admin tasks, forensic accounting, need for tax preparation, and exchange issues (2.0)	2.00	Padrick- Moore	-	2.00
49	Padrick-Whittington	2/26/2009	Conference with K. Padrick, E. Rose, D. Wheeler, K. Moore, R. Norwood, A. Rotkowski re: planning; review of status of admin tasks, forensic accounting, need for tax preparation, and exchange issues (2.0)	2.00	Padrick- Rotkowski	1.00	1.00
50	Padrick- Padrick	2/26/2009	Prepare and attend meeting with D. Wheeler, P Whittington, A Rotkowski, E. Rose, R. Norwood and K. Moore re: status update, accounting review, and completion of exchanges (2.6)	2.60	Padrick- Wheeler	-	2.60
51	Padrick- Padrick	2/26/2009	Prepare and attend meeting with D. Wheeler, P Whittington, A Rotkowski, E. Rose, R. Norwood and K. Moore re: status update, accounting review, and completion of exchanges (2.6)	2.60	Padrick- Norwood	-	2.60
52	Padrick- Padrick	2/26/2009	Prepare and attend meeting with D. Wheeler, P Whittington, A Rotkowski, E. Rose, R. Norwood and K. Moore re: status update, accounting review, and completion of exchanges (2.6)	2.60	Padrick- Moore	-	2.60
53	Padrick- Padrick	2/26/2009	Telephone conferences with L Simson re: sales of assets and resolution of segregated funds issues	0.90	Tonkon- Simson	0.40	0.50
54	Padrick- Padrick	2/26/2009	Telephone conferences with Boise and L. Simson re: production of documents requested by US Attorney and conference with E. Rose re: same (.7)	0.70	Tankon- Simson	-	0.70
55	Padrick- Padrick	2/26/2009	Telephone conferences with Boise and L. Simson re: production of documents requested by US Attorney and conference with E. Rose re: same (.7)	0.70	Padrick- Rose	-	0.70
56	Padrick- Wheeler	2/27/2009	Discuss preparation of spreadsheet of all available LLC tax returns with L. Nugent (.6)	0.60	Padrick- Nugent	-	0.60

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Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person In Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
57	Padrick- Wheeler	2/27/2009	Discuss with M. Courtnage and review retained earning adjustment on Summit's book and Inland's books for 2006 and 2007 (1.3)	1.30	Padrick-Courtnage	-	1.30
58	Padrick- Padrick	2/27/2009	Conference with P. Whittington re; email communications from M. Meyers and factual concerns raised by UCC (.5)	0.50	Padrick- Whittington	-	0.50
59	Padrick- Wheeler	3/2/2009	Conference with M. Courtnage and A. Rotkowski re: status of findings to date.	0.80	Padrick- Courtnage	-	0.80
60	Padrick- Wheeler	3/2/2009	Conference with M. Courtnage and A. Rotkowski re: status of findings to date.	0.80	Padrick- Rotkowski	-	0.80
61	Padrick- Padrick	3/2/2009	Conference with E. Rose re; third party claims (.2)	0.20	Padrick- Rose	-	0.20
62	Padrick- Padrick	3/2/2009	Conference with E. Rose re; lease and review of lease (.8)	0.80	Padrick- Rose	-	0.80
63	Padrick- Padrick	3/2/2009	Conference with E. Rose re: new lease (.2)	0.20	Padrick- Rose	-	0.20
64	Padrick- Padrick	3/2/2009	Conference with E. Rose re; lease and review of lease (.8)	0.80	Padrick- Rose	-	0.80
65	Padrick- Padrick	3/2/2009	Conference with E. Rose re: new lease (.2)	0.20	Padrick- Rose	-	0.20
66	Padrick- Padrick	3/2/2009	Meet with Rich Gross to retain his files and get his final rental properties update (.5)	0.50	Padrick- Gross	0.50	-
67	Padrick- Padrick	3/2/2009	Travel to Bend (3.5)	3.50	Padrick- Padrick	3.00	0.50
68	Padrick- Rose	3/3/2009	Telephone conference with D. Aman re: third-party claims against banks (.2)	0.20	Tonkon- Aman	-	0.20
69	Padrick- Rotkowski	3/3/2009	telephone conference with K. Padrick to discuss same (.8)	0.80	Padrick- Padrick	-	0.80
70	Padrick- Padrick	3/3/2009	Telephone conference with E. Rose re; same (.1)	0.10	Padrick- Rose	-	0.10
71	Padrick- Padrick	3/3/2009	Telephone conference with L. Simson re; results of preliminary accounting and forensic review (.5)	0.50	Tonkon- Simson	-	0.50
72	Padrick- Whittington	3/3/2009	Telephone conference with J. Andersen re; trust document: review new draft of trust document.	1.50	Perkins- Andersen	-	1.50
73	Padrick- Whittington	3/4/2009	Telephone conference re: former exchange customer with trust deed issue; emails re: exchange customers and customer files; review draft of exchange description memo and send to K. Padrick; review update of critical date list from M. Meyers; discuss bank account notes on list with D. Wheeler (3.8)	3.80	Padrick- Wheeler	-	3.80
74	Padrick- Whittington	3/4/2009	Review records listing for tax returns and workpapers; visit to Portland Summit office to view records location; discuss with R. Norwood and D. Wheeler (.7)	0.70	Padrick- Norwood	-	0.70

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Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

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75	Padrick- Whittington	3/4/2009	Review records listing for tax returns and workpapers; visit to Portland Summit office to view records location; discuss with R. Norwood and D. Wheeler (.7)	0.70	Padrick- Wheeler	-	0.70
76	Padrick-Padrick	3/4/2009	Telephone conference with L. Simson re; transfer by shareholders and final preparation for hearing (.5)	0.50	Tonkon- Simson	-	0.50
77	Padrick-Padrick	3/4/2009	Conference with E. Rose re: scope of trust assets (.1)	0.10	Padrick-Rose	-	0.10
78	Padrick-Padrick	3/4/2009	Telephone conference with L. Simson re: proposed form of orders. (.1)	0.10	Tonkon-Simson	-	0.10
79	Padrick-Padrick	3/4/2009	Review additional accounting summaries and conference with D. Wheeler, A. Rotowski, and M. Courtnage re: same (1.3)	1.30	Padrick-Wheeler	-	1.30
80	Padrick-Padrick	3/4/2009	Review additional accounting summaries and conference with D. Wheeler, A. Rotowski, and M. Courtnage re: same (1.3)	1.30	Padrick- Courtnage	-	1.30
81	Padrick- Rotkowski	3/4/2009	Conference to review same (Summit accounting) (1.5)	1.50	Padrick- Padrick	1.30	0.20
82	Padrick- Padrick	3/4/2009	Telephone conference with S. Hedberg re: accounting analysis (.4)	0.40	Perkins-Hedberg	-	0.40
83	Padrick-Padrick	3/4/2009	Conference with D. Wheeler re: forensic review (.5)	0.50	Padrick-Wheeler	-	0.50
84	Padrick-Whittington	3/4/2009	Review new version of trust documents; brief conversation with E. Rose; review emails related to documents (1.0)	1.00	Padrick-Wheeler	-	1.00
85	Padrick- Whittington	3/5/2009	Telephone conference with H. Bjerk and L. Simson re: hearing information about completing exchanges; notes re: the conversation; separate telephone conference with H. Bjerk about what is needed to get corp authority for Three Sisters and Inland (.5)	0.50	Tonkon- Bjerk	-	0.50
86	Padrick- Whittington	3/5/2009	Telephone conference with H. Bjerk and L. Simson re: hearing information about completing exchanges; notes re: the conversation; separate telephone conference with H. Bjerk about what is needed to get corp authority for Three Sisters and Inland (.5)	0.50	Tonkon- Simson	-	0.50
87	Padrick-Courtnage	3/5/2009	Conference on administrative duties with D. Wheeler, P. Whittington and E. Rose.(1.5)	1.50	Padrick-Wheeler	-	1.50
88	Padrick-Courtnage	3/5/2009	Conference on administrative duties with D. Wheeler, P. Whittington and E. Rose.(1.5)	1.50	Padrick-Rose	-	1.50

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89	Padrick-Whittington	3/5/2009	Conference with D. Wheeler, M.Courtnage, and E. Rose re: administrative operations that need to be done, planning for ongoing responsibilities, new details, resources, etc.(1.0)	1.00	Padrick-Wheeler	-	1.00
90	Padrick-Whittington	3/5/2009	Conference with D. Wheeler, M.Courtnage, and E. Rose re: administrative operations that need to be done, planning for ongoing responsibilities, new details, resources, etc.(1.0)	1.00	Padrick-Courtnage	-	1.00
91	Padrick-Whittington	3/5/2009	Conference with D. Wheeler, M.Courtnage, and E. Rose re: administrative operations that need to be done, planning for ongoing responsibilities, new details, resources, etc.(1.0)	1.00	Padrick-Rose	-	1.00
92	Padrick-Whittington	3/5/2009	Pre-conference with D. Wheeler (.4)	0.40	Padrick-Wheeler	-	0.40
93	Padrick-Whittington	3/5/2009	Conference with K. Padrick to get update on hearing and next steps (.5)	0.50	Padrick-Padrick	-	0.50
94	Padrick-Whittington	3/5/2009	Telephone conference with H. Bjerk re: K. Padrick's new disclosure statement; read old draft and discuss with K. Padrick; read new draft.	0.40	Padrick-Padrick	-	0.40
95	Padrick-Whittington	3/6/2009	Telephone conferences with exchanger R. Zimmerman re: Rolake; discuss with S. Perez and M. Meyers; review documents from title company; review emails between M. Meyers and L. Lyons; telephone conferences with M. Meyers and title company re: form of documents (1.0)	1.00	Sussman- Meyers	-	1.00
96	Padrick-Padrick	3/6/2009	Telephone conference with E. Rose re:same	0.90	Padrick- Rose	-	0.90
97	Padrick- Padrick	3/9/2009	Review issues related to segregated accounts and telephone conference with M. Meyers and L. Simson re: same (1.1)	1.10	Tonkon- Simson	-	1.10
98	Padrick- Padrick	3/9/2009	Review issues related to segregated accounts and telephone conference with M. Meyers and L. Simson re: same (1.1)	1.10	Sussman- Meyers	-	1.10
99	Padrick- Whittington	3/10/2009	Review new drafts of plan and disclosure statement received via email; investigate number shown for forward exchanges; discuss number with A. Rotkowski re: difference.	1.30	Padrick- Rotkowski	-	1.30

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100	Padrick- Whittington	3/10/2009	Confirm list of tax returns prepared by debtor in the past; begin draft of email re: what should be filed by Chapter 11 trustee; discuss some of the companies listed with R. Norwood (3.5)	3.50	Padrick- Norwood	-	3.50
101	Padrick-Nugent	3/10/2009	Conference with A. Rotkowski to start tracking exchanges	1.50	Padrick-Rotkowski	-	1.50
102	Padrick-Whittington	3/10/2009	Discuss questions re: 2015 report with M. Courtnage and D. Wheeler; telephone conference with Tonkon Torp re: revision of prior reports.	0.50	Padrick-Courtnage	-	0.50
103	Padrick-Whittington	3/10/2009	Discuss questions re: 2015 report with M. Courtnage and D. Wheeler; telephone conference with Tonkon Torp re: revision of prior reports.	0.50	Padrick-Wheeler	-	0.50
104	Padrick- Whittington	3/11/2009	Finish preparation and assembly of email to K. Padrick re: tax filings; telephone conference with H. Bjerk re: questions on filing; work with due date listing (.7)	0.70	Tonkon- Bjerk	-	0.70
105	Padrick-Nugent	3/11/2009	Conference with D. Wheeler and A. Rotkowski re;exchange tracking template (.8)	0.80	Padrick-Rotkowski	-	0.80
106	Padrick-Wheeler	3/11/2009	Conference with P. Whittington and E. Rose re: project management (2.0).	2.00	Padrick-Rose	-	2.00
107	Padrick-Whittington	3/11/2009	Questions from M. Courtnage re: 2015 form and potential for changes; how to change; discuss with Tonkon (.8)	0.80	Padrick-Courtnage	-	0.80
108	Padrick-Whittington	3/11/2009	Telephone conference with K. Padrick re: case; planning and scheduling meeting with E. Rose and D. Wheeler (2.2)	2.20	Padrick-Padrick	-	2.20
109	Padrick- Whittington	3/12/2009	Telephone conference with D. Peterson re: McDaniel lease request; review emails re: same (.4)	0.40	Tonkon- Peterson	-	0.40
110	Padrick-Whittington	3/12/2009	Review 2015 report; discuss questions with M. Courtnage (1.8)	1.80	Padrick-Courtnage	-	1.80
111	Padrick- Whittington	3/13/2009	Telephone conferences with exchangers and reps re: distribution; discuss process with M. Courtnage, E. Shapley and D. Wheeler; review for forms not yet received; begin review of SOFA for distribution comparison purposes.	2.00	Padrick- Courtnage	-	2.00
112	Padrick- Whittington	3/13/2009	Telephone conferences with exchangers and reps re: distribution; discuss process with M. Courtnage, E. Shapley and D. Wheeler; review for forms not yet received; begin review of SOFA for distribution comparison purposes.	2.00	Padrick- Shapley	-	2.00

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Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person in Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
113	Padrick-Whittington	3/13/2009	Telephone conferences with exchangers and reps re: distribution; discuss process with M. Courtnage, E. Shapley and D. Wheeler; review for forms not yet received; begin review of SOFA for distribution comparison purposes.	2.00	Padrick- Wheeler	-	2.00
114	Padrick-Padrick	3/16/2009	Prepare for and attend telephone conference with T. Stilley, D. Aman, H. Bjerk, J. Thomas, and S. Hedberg re: status of litigation and plan preparation (1.6)	1.60	Sussman-Stilley	-	1.60
115	Padrick-Padrick	3/16/2009	Prepare for and attend telephone conference with T. Stilley, D. Aman, H. Bjerk, J. Thomas, and S. Hedberg re: status of litigation and plan preparation (1.6)	1.60	Perkins-Thomas	0.40	1.20
116	Padrick-Whittington	3/17/2009	Continue review of all exchange amounts to various sources; discuss process for distribution with M. Courtnage; request and review information from system provided by S. Perez re: differences or questions in amounts (6.0)	6.00	Padrick- Courtnage	-	6.00
117	Padrick-Whittington	3/17/2009	Discuss Points West response with R. Norwood	0.10	Padrick- Norwood	-	0.10
118	Padrick- Wheeler	3/18/2009	Conference with K. Padrick, M. Courtnage, A. Rotkowski, P. Whittington, E. Rose and R. Norwood re: update and work plan.	1.30	Padrick- Courtnage	-	1.30
119	Padrick- Wheeler	3/18/2009	Conference with K. Padrick, M. Courtnage, A. Rotkowski, P. Whittington, E. Rose and R. Norwood re: update and work plan.	1.30	Padrick- Rotkowski	-	1.30
120	Padrick- Wheeler	3/18/2009	Conference with K. Padrick, M. Courtnage, A. Rotkowski, P. Whittington, E. Rose and R. Norwood re: update and work plan.	1.30	Padrick- Rose	-	1.30
121	Padrick- Padrick	3/18/2009	Conference with E. Rose re: claims against third parties (.3)	0.30	Padrick- Rose	-	0.30
122	Padrick-Whittington	3/18/2009	Telephone conference with M. Meyers re: McDaniel reverse; discuss reverse situations with K. Padrick et al (1.0)	1.00	Padrick- Padrick	-	1.00
123	Padrick-Whittington	3/19/2009	Phone call and email to H. Bjerk re: Union Bank listed on SFA; send back up documents to H. Bjerk	0.40	Tonkon- Bjerk	-	0.40
124	Padrick- Padrick	3/19/2009	Review and revise declaration and conference with E. Rose re: same (.7)	0.70	Padrick- Rose	-	0.70
125	Padrick-Whittington	3/19/2009	Telephone conference with J. Tarr re: reverse exchange; email to and from Sussman Shank re: meeting; document call with J. Tarr	0.04	Sussman- Tarr	-	0.04
126	Padrick- Padrick	3/20/2009	Telephone conference with L. Simson re: Three Sisters issues	0.30	Tonkon- Simson	-	0.30

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Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

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127	Padrick- Padrick	3/20/2009	Review litigation issues and telephone conference with D. Aman and L. Simson re: same.	0.80	Tonkon- Simson	-	0.80
128	Padrick- Wheeler	3/20/2009	Conference call with J. Thompson, P. Whittington and E. Rose re: disclosure statement (1.0)	1.00	Padrick- Whittington	-	1.00
129	Padrick- Wheeler	3/20/2009	Conference call with J. Thompson, P. Whittington and E. Rose re: disclosure statement (1.0)	1.00	Padrick- Rose	-	1.00
130	Padrick- Whittington	3/20/2009	Discuss plan comments with J. Thomas: discuss reconciliation of EVA with A. Rotkowski; discuss other miscellaneous comment with team	1.50	Perkins- Thomas	-	1.50
131	Padrick- Whittington	3/20/2009	Discuss plan comments with J. Thomas: discuss reconciliation of EVA with A. Rotkowski; discuss other miscellaneous comment with team	1.50	Padrick- Rotkowski	-	1.50
132	Padrick- Padrick	3/21/2009	Telephone conference with M. Meyers re: plan and disclosure statement issues	0.50	Sussman- Meyers	0.40	0.10
133	Padrick- Whittington	3/23/2009	Review new draft of disclosure statement: review and send email to J. Thomas re: personal property list; discuss same with E. Rose;	1.50	Padrick- Rose	-	1.50
134	Padrick- Whittington	3/24/2009	Telephone conference with K. Padrick and E. Rose; discuss new items with OFG team.	0.70	Padrick- Rose	-	0.70
135	Padrick- Padrick	3/24/2009	Prepare for and conduct telephone conference with L. Simson, D. Aman, J. Thomas, and other counsel re: litigation claims and update (3.3)	3.30	Tonkon- Simson	-	3.30
136	Padrick- Whittington	3/24/2009	Telephone conference with exchangers and exchangers' counsel re: closing dates; signing authority for Three Sisters; telephone conference with H. Bjerk re: same; discuss upcoming exchanges with S. Perez; review emails related to same; document telephone conference (3.0)	3.00	Tonkon- Bjerk	-	3.00
137	Padrick- Padrick	3/24/2009	Conference with E. Rose re: blanket lien (.1)	0.10	Padrick- Rose	-	0.10
138	Padrick- Whittington	3/24/2009	Telephone conference with E. Rose re: new trust structure.	0.90	Padrick- Rose	-	0.90
139	Padrick- Padrick	3/25/2009	Telephone conference with J. Thomas re: trust agreement, plan issues, and various matters (.3)	0.30	Perkins- Thomas	-	0.30
140	Padrick- Padrick	3/25/2009	Telephone conference with L. Simson re: reverse exchange to be completed and conference with P. Whittington re: same (.3)	0.30	Padrick- Whittington	-	0.30
141	Padrick- Padrick	3/25/2009	Review compensation agreements and conference with E. Rose and P. Whittington re: same (.5)	0.50	Padrick- Rose	-	0.50

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142	Padrick- Padrick	3/25/2009	Review compensation agreements and conference with E. Rose and P. Whittington re: same (.5)	0.50	Padrick- Whittington	-	0.50
143	Padrick- Padrick	3/25/2009	Telephone conferences with J. Thomas, L. Simson, P. Whittington, and J. Andersen re: trust agreement; review trust agreement and prepare comments (2.6)	2.60	Padrick- Whittington	-	2.60
144	Padrick- Padrick	3/25/2009	Telephone conferences with J. Thomas, L. Simson, P. Whittington, and J. Andersen re: trust agreement; review trust agreement and prepare comments (2.6)	2.60	Tonkon- Simson	-	2.60
145	Padrick- Padrick	3/25/2009	Telephone conferences with J. Thomas, L. Simson, P. Whittington, and J. Andersen re: trust agreement; review trust agreement and prepare comments (2.6)	2.60	Perkins- Thomas	-	2.60
146	Padrick- Padrick	3/25/2009	Telephone conference with L. Simson re: modifications to plan and disclosure statement (1.0)	1.00	Tonkon- Simson	-	1.00
147	Padrick-Whittington	3/25/2009	Phone call with J. Andersen and K. Padrick re: new ideas for trust document; discuss with K. Padrick; discuss with E. Rose; work on language for schedule; review new schedule language. (1.5)	1.50	Padrick-Rose	-	1.50
148	Padrick- Whittington	3/26/2009	Prepare revisions of trust document: conference with K. Padrick and E. Rose re: same	1.30	Padrick- Padrick	-	1.30
149	Padrick- Whittington	3/26/2009	Prepare revisions of trust document: conference with K. Padrick and E. Rose re: same	1.30	Padrick- Rose	-	1.30
150	Padrick- Rose	3/27/2009	Conference with K. Padrick, D. Wheeler, P. Whittington re: litigation deliverables (.5)	0.50	Padrick- Wheeler	-	0.50
151	Padrick- Rose	3/27/2009	Conference with K. Padrick, D. Wheeler, P. Whittington re: litigation deliverables (.5)	0.50	Padrick- Whittington	-	0.50
152	Padrick- Whittington	3/30/2009	Review email for reference to Southwest; discuss agreements with L. Nugent for her search; review folder on newsletters; email re: same to K. Padrick et al (3.5)	3.50	Padrick- Nugent	-	3.50
153	Padrick- Whittington	3/30/2009	Email re: changes to modified plan to J. Thomas: discuss briefly with K. Padrick; read email; discuss with E. Rose; confirm changes found.	0.80	Padrick- Padrick	-	0.80
154	Padrick- Whittington	3/30/2009	Email re: changes to modified plan to J. Thomas: discuss briefly with K. Padrick; read email; discuss with E. Rose; confirm changes found.	0.80	Padrick- Rose	-	0.80

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155	Padrick-Rotkowski	3/30/2009	Conference to discuss Report of Investigation with M. Courtnage, A. Rotkowski, C. Martin, R. Norwood, K. Moore, L. Nugent, E. Rose, P. Whittington (.5)	0.50	Padrick-Courtnage	-	0.50
156	Padrick-Whittington	3/31/2009	Three Sisters signing authority documents for K. Padrick signature and send to Tonkon; discuss with L. Simson; email re: open steps	0.50	Tonkon- Simson	-	0.50
157	Padrick- Padrick	3/31/2009	Telephone conference with E. Aman and L. Simson re: third party claims	0.50	Tonkon- Aman	-	0.50
158	Padrick- Padrick	3/31/2009	Telephone conference with E. Aman and L. Simson re: third party claims	0.50	Tonkon- Simson	-	0.50
159	Padrick- Wheeler	4/1/2009	Conference with K. Padrick, E. Rose, P. Whittington, L. Nugent, A. Rotkowski, M. Courtnage, K. Moore, and R. Norwood to discuss and prepare for the hearing on 4/2/09	2.20	Padrick- Rose	-	2.20
160	Padrick- Wheeler	4/1/2009	Conference with K. Padrick, E. Rose, P. Whittington, L. Nugent, A. Rotkowski, M. Courtnage, K. Moore, and R. Norwood to discuss and prepare for the hearing on 4/2/09	2.20	Padrick- Nugent	-	2.20
161	Padrick- Wheeler	4/1/2009	Conference with K. Padrick, E. Rose, P. Whittington, L. Nugent, A. Rotkowski, M. Courtnage, K. Moore, and R. Norwood to discuss and prepare for the hearing on 4/2/09	2.20	Padrick- Courtnage	-	2.20
162	Padrick- Wheeler	4/1/2009	Conference with K. Padrick, E. Rose, P. Whittington, L. Nugent, A. Rotkowski, M. Courtnage, K. Moore, and R. Norwood to discuss and prepare for the hearing on 4/2/09	2.20	Padrick- Moore	-	2.20
163	Padrick- Wheeler	4/1/2009	Conference with K. Padrick, E. Rose, P. Whittington, L. Nugent, A. Rotkowski, M. Courtnage, K. Moore, and R. Norwood to discuss and prepare for the hearing on 4/2/09	2.20	Padrick- Rotkowski	1.80	0.40
164	Padrick- Nugent	4/1/2009	Conference to discuss start of email search database with E. Rose, R. Norwood and K. Moore (1.0)	1.00	Padrick- Rose	-	1.00
165	Padrick- Nugent	4/1/2009	Conference to discuss start of email search database with E. Rose, R. Norwood and K. Moore (1.0)	1.00	Padrick- Norwood	-	1.00
166	Padrick- Nugent	4/1/2009	Conference to discuss start of email search database with E. Rose, R. Norwood and K. Moore (1.0)	1.00	Padrick- Moore	-	1.00

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167	Padrick- Whittington	4/1/2009	Telephone conference re: Three Sisters signature authority; telephone conference re: distributions and timing; real email from counsel re: Portland affiliate; telephone conference re: US Bank and trust deed; telephone conference re: signing of lease by Trustee; other case administration	1.50	Unknown individuals in conferences	-	1.50
168	Padrick- Rotkowski	4/2/2009	Conference re: hearing (.5)	0.50	Unknown	-	0.50
169	Padrick- Nugent	4/2/2009	Attend conference with OFG team	0.80	Padrick- no other reported this conference	-	0.80
170	Padrick- Whittington	4/2/2009	Review P. Cahill file; telephone conference with J. Tarr; discuss with K. Padrick; prepare questions for discussion email to M. Meyers (2.3)	2.30	Padrick- Padrick	-	2.30
171	Padrick- Whittington	4/3/2009	Review and discuss email re: tax information request from principals; draft email: same; send document to H. Bjerk re: affiliate office; discuss Three Sisters bank account with M. Courtnage; review wire request issues; modify worksheet for E. Rose to use for insurance claim.	1.80	Padrick- Courtnage	-	1.80
172	Padrick- Whittington	4/3/2009	Discussion with S. Perez re: Rocky Mountain exchange, discuss Inland aspects of Three Sisters with M. Courtnage et al. (1.5)	1.50	Padrick- Courtnage	-	1.50
173	Padrick- Whittington	4/3/2009	Two telephone conferences with M. Conway re: Cahill; several emails with M. Conway re: P. Cahill; telephone conference with J. Tarr re: P. Cahill; complete review of P. Cahill file, prepare summary of documents in file and send to J. Tarr and M. Meyers; update K. Padrick (3.5)	3.50	Padrick- Padrick	-	3.50
174	Padrick- Whittington	4/3/2009	Two telephone conferences with J. Thomas re: his exchange (.5)	0.50	Perkins- Thomas	-	0.50
175	Padrick- Padrick	4/6/2009	Review and respond to email communication from L. Simson and conference with K. Moore re: same (.3)	0.30	Padrick- Moore	-	0.30
176	Padrick- Padrick	4/6/2009	Telephone conference with L. Simson re: litigation and asset strategy (.3)	0.30	Tonkon- Simson	-	0.30
177	Padrick- Padrick	4/6/2009	Conference with P. Whittington and M. Courtnage, and telephone conference with L. Simson re: executor contracts and bank accounts	0.40	Padrick- Whittington	-	0.40

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Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

#	Billing Firm/ Professional	Date	Description	Time Billed	Firm/Person In Meeting/Conf.	Time Billed	Discrepancy
178	Padrick- Padrick	4/6/2009	Conference with P. Whittington and M. Courtmage, and telephone conference with L. Simson re: executor contracts and bank accounts	0.40	Padrick- Courtmage	-	0.40
179	Padrick- Padrick	4/6/2009	Conference with P. Whittington and M. Courtmage, and telephone conference with L. Simson re: executor contracts and bank accounts	0.40	Tonkon- Simson	-	0.40
180	Padrick- Padrick	4/6/2009	Telephone conference with L. Simson re: shareholder cooperation (.2)	0.20	Tonkon- Simson	-	0.20
181	Padrick- Whittington	4/7/2009	Telephone conference with M. Meyers, J. Tarr and S. Perez: priority list for this week and next week on completing exchanges (2.0)	2.00	Sussman- Tarr	1.60	0.40
182	Padrick- Whittington	4/7/2009	Telephone conference with M. Meyers, J. Tarr and S. Perez: priority list for this week and next week on completing exchanges (2.0)	2.00	Sussman- Meyers	1.60	0.40
183	Padrick- Padrick	4/9/2009	Telephone conference with L. Simson re: Boulder house and other matters	0.40	Tonkon- Simson	-	0.40
184	Padrick- Padrick	4/9/2009	Review P. Cahill reverse exchange documentation and conference with P. Whittington re: same	0.80	Padrick- Whittington	-	0.80
185	Padrick- Padrick	4/9/2009	Conference with D. Wheeler re: operating and other accounts	0.70	Padrick- Wheeler	-	0.70
186	Padrick- Whittington	4/9/2009	Telephone conference with H. Bjerk re: signatures and issues; email related thereto (1.0)	1.00	Tonkon- Bjerk	0.20	0.80
187	Padrick- Whittington	4/9/2009	Telephone conference with M. Meyers and J. Tarr: conference with S. Perez; revise documents; review draft (3.5)	3.50	Sussman- Meyers	0.60	2.90
188	Padrick- Whittington	4/9/2009	Telephone conference with M. Meyers and J. Tarr: conference with S. Perez; revise documents; review draft (3.5)	3.50	Sussman- Tarr	0.60	2.90
189	Padrick- Padrick	4/10/2009	Telephone conference with D. Aman re: litigation strategy and document production (.5)	0.50	Tonkon- Aman	-	0.50
190	Padrick- Padrick	4/10/2009	Telephone conference with L. Simson and H. Bjerk and E. Rose re: description of claims and prepare list of claims (1.1)	1.10	Tonkon- Simson	0.70	0.40
191	Padrick- Padrick	4/10/2009	Telephone conference with L. Simson and H. Bjerk and E. Rose re: description of claims and prepare list of claims (1.1)	1.10	Padrick- Rose	-	1.10
192	Padrick- Whittington	4/10/2009	Telephone conference with J. Thomas re: reverse exchange	0.30	Perkins- Thomas	-	0.30
193	Padrick- Whittington	4/10/2009	Telephone conference with K. Padrick re: signing of documents for Assured (.3)	0.30	Padrick- Padrick	-	0.30

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194	Padrick- Whittington	4/10/2009	Telephone conference with J. Tarr and email re: P. Cahill; set up priority call for Monday (.5)	0.50	Sussman- Tarr	-	0.50
195	Padrick- Wheeler	4/13/2009	Conference with M. Courtnage, E. Rose, and A. Rotkowski to discuss task list for accounting investigation	1.60	Padrick- Courtnage	-	1.60
196	Padrick- Wheeler	4/13/2009	Conference with M. Courtnage, E. Rose, and A. Rotkowski to discuss task list for accounting investigation	1.60	Padrick- Rose	-	1.60
197	Padrick- Wheeler	4/13/2009	Conference with M. Courtnage, E. Rose, and A. Rotkowski to discuss task list for accounting investigation	1.60	Padrick- Rotkowski	1.00	0.60
198	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Padrick	-	1.60
199	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Padrick	-	1.60
200	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Padrick	-	1.60
201	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Rose	-	1.60
202	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Nugent	-	1.60
203	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Rotkowski	1.00	0.60
204	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Norwood	-	1.60

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205	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Moore	-	1.60
206	Padrick- Wheeler	4/14/2009	Conference with K. Padrick, E. Rose, L. Nugent, A Rotkowski, R. Norwood, K. Moore and P. Whittington to discuss status of litigation, claims and accounting investigation (1.6)	1.60	Padrick- Whittington	1.50	0.10
207	Padrick- Padrick	4/14/2009	Telephone conference re: representation of creditors (.5)	0.50	Unknown	-	0.50
208	Padrick- Whittington	4/14/2009	Telephone conference and review of amended SOFA schedules	0.30	Unknown	-	0.30
209	Padrick- Whittington	4/14/2009	Telephone conference and email re: change in property for Tenneson exchange; discuss with K. Padrick; discuss with counsel; begin process to change (2.0)	2.00	Padrick- Padrick	-	2.00
210	Padrick- Whittington	4/14/2009	Email to H. Bjerk re: 4/15 letters to affiliate offices; research re: same; telephone conference re: same; review letter re: same (.4)	0.40	Tonkon- Bjerk	-	0.40
211	Padrick- Whittington	4/14/2009	Numerous phone calls with M. Meyers and J. Tarr re: release questions from reverse exchanger (1.0)	1.00	Sussman- Meyers	0.30	0.70
212	Padrick- Whittington	4/15/2009	Numerous phone calls with M. Meyers and J. Tarr re: release questions from reverse exchanger (1.0)	1.00	Sussman- Tarr	0.40	0.60
213	Padrick- Padrick	4/16/2009	Review email communication from M. Meyers and telephone conference with L. Simson and H. Bjerk re: plan and disclosure statement issues and email communication from M. Meyers	0.50	Tonkon- Simson	-	0.50
214	Padrick- Padrick	4/16/2009	Review email communication from M. Meyers and telephone conference with L. Simson and H. Bjerk re: plan and disclosure statement issues and email communication from M. Meyers	0.50	Tonkon- Bjerk	-	0.50
215	Padrick- Norwood	4/21/2009	Update Claimant spreadsheet, verify accuracy of reported numbers, two phone conversations with K. Huang at Perkins Coie	4.00	Perkins- Huang	-	4.00
216	Padrick- Rose	4/21/2009	Telephone conference with H. Bjerk re: bill of sale for furniture	0.10	Tonkon- Bjerk	-	0.10

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217	Padrick- Whittington	4/21/2009	Telephone conference with D. Nim re: his claim; discuss claim project with R. Norwood; telephone conference to Perkins Coie re: claim project, review sample of claims in S drive to determine nature of claims being filed, tax claims being made, etc.; telephone conference with Four Feathers re: their int. claim calc. (1.3)	1.30	Padrick- Norwood	-	1.30
218	Padrick- Rose	4/21/2009	telephone conference with D. Aman re: litigation (.1)	0.10	Tonkon- Aman	-	0.10
219	Padrick- Padrick	4/21/2009	Prepare for and attend conference with counsel re: representation of creditors (.6)	0.60	Tonkon- Simson	-	0.60
220	Padrick- Whittington	4/21/2009	Telephone conference with J. Tarr re: Gasser status; email to Sussman Shank re: Gasser (1.0)	1.00	Sussman- Tarr	0.30	0.70
221	Padrick- Whittington	4/21/2009	Telephone conference to H. Bjerk re: Rocky Mountain office contract and signature for Hill; email to same re: same (1.2)	1.20	Tonkon- Bjerk	0.20	1.00
222	Padrick- Whittington	4/22/2009	Telephone conference with M. Meyers at Sussman Shank (.5)	0.50	Sussman- Meyers	0.20	0.30
223	Padrick- Whittington	4/22/2009	Telephone conference with J. Tarr and S. Perez re: exchanger (1.3)	1.30	Sussman- Tarr	0.70	0.60
224	Padrick- Whittington	4/23/2009	Update and file exchange documents; discuss check payment issues with M. Courtnage; email to H. Bjerk re: possible recovery	0.07	Padrick- Courtnage	-	0.07
225	Padrick- Whittington	4/23/2009	Telephone conference and email with K. Padrick and J. Thomas re: H. Allison interim distribution; process distribution; telephone conference and email re: S. Doss check; discuss with K Padrick; review first draft of claims analysis prepared by R. Norwood.	1.50	Padrick- Padrick	-	1.50
226	Padrick- Whittington	4/23/2009	Telephone conference and email with K. Padrick and J. Thomas re: H. Allison interim distribution; process distribution; telephone conference and email re: S. Doss check; discuss with K Padrick; review first draft of claims analysis prepared by R. Norwood.	1.50	Perkins- Thomas	-	1.50
227	Padrick- Rose	4/23/2009	Telephone conference with D. Aman re: status of financial institution and transactions with third-party	0.30	Tonkon- Aman	-	0.30
228	Padrick- Whittington	4/23/2009	Telephone conference with J. Tarr and S. Perez re: Gasser transaction documents; review and forward summary emails on various reverse exchanges (2.0)	2.00	Sussman- Tarr	0.40	1.60
229	Padrick- Courtnage	4/27/2009	Conference re: Summit status (1.5)	1.50	Padrick- ??	-	1.50

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

#	Billing Firm/ Professional	Date	Description	Time Billed	Firm/Person In Meeting/Conf.	Time Billed	Discrepancy
230	Padrick- Rose	4/27/2009	Conference with D. Wheeler, M. Courtage re: Inland bank accounts (.2)	0.20	Padrick- Wheeler	-	0.20
231	Padrick- Rose	4/27/2009	Conference with D. Wheeler, M. Courtage re: Inland bank accounts (.2)	0.20	Padrick- Courtage	-	0.20
232	Padrick- Rose	4/27/2009	Telephone conference with J. Thomas, K. Padrick re: claims and Hansen proposal (.4)	0.40	Padrick- Padrick	-	0.40
233	Padrick- Rose	4/27/2009	Telephone conference with J. Thomas, K. Padrick re: claims and Hansen proposal (.4)	0.40	Perkins- Thomas	-	0.40
234	Padrick- Padrick	4/27/2009	Telephone conference with J. Thomas re: claims analysis (.2)	0.20	Perkins- Thomas	-	0.20
235	Padrick- Padrick	4/27/2009	Telephone conference with J. Thomas re: creditors retention of counsel (.2)	0.20	Perkins- Thomas	-	0.20
236	Padrick- Wheeler	4/28/2009	Conference with K. Padrick, M. Courtage, E. Rose, L. Nugent, D. Wheeler, K. Moore and R. Norwood re: status (.8)	0.80	Padrick- Courtage	-	0.80
237	Padrick- Wheeler	4/28/2009	Conference with K. Padrick, M. Courtage, E. Rose, L. Nugent, A.Rotkowski, K. Moore and R. Norwood re: status (.8)	0.80	Padrick- Courtage	-	0.80
238	Padrick- Wheeler	4/28/2009	Conference with K. Padrick, M. Courtage, E. Rose, L. Nugent, A.Rotkowski, K. Moore and R. Norwood re: status (.8)	0.80	Padrick- Rose	-	0.80
239	Padrick- Wheeler	4/28/2009	Conference with K. Padrick, M. Courtage, E. Rose, L. Nugent, A.Rotkowski, K. Moore and R. Norwood re: status (.8)	0.80	Padrick- Nugent	-	0.80
240	Padrick- Wheeler	4/28/2009	Conference with K. Padrick, M. Courtage, E. Rose, L. Nugent, A.Rotkowski, K. Moore and R. Norwood re: status (.8)	0.80	Padrick- Rotkowski	0.50	0.30
241	Padrick- Wheeler	4/28/2009	Conference with K. Padrick, M. Courtage, E. Rose, L. Nugent, A.Rotkowski, K. Moore and R. Norwood re: status (.8)	0.80	Padrick- Moore	-	0.80
242	Padrick- Wheeler	4/28/2009	Conference with K. Padrick, M. Courtage, E. Rose, L. Nugent, A.Rotkowski, K. Moore and R. Norwood re: status (.8)	0.80	Padrick- Norwood	-	0.80
243	Padrick- Rose	4/28/2009	Prepare summary of transactions with a third-party and conference with A. Rotkowski re: same	0.40	Padrick- Rotkowski	-	0.40
244	Padrick- Padrick	4/28/2009	Telephone conference with D. Aman re: third-party claim discovery (.3)	0.30	Tonkon- Aman	-	0.30
245	Padrick- Padrick	4/28/2009	Telephone conferences with D. Aman and L. Simson re: potential settlement of summary judgment motion for turnover and review documents (1.7)	1.70	Tonkon- Simson	0.50	1.20

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person In Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
246	Padrick- Padrick	4/28/2009	Telephone conferences with D. Aman and L. Simson re: potential settlement of summary judgment motion for turnover and review documents (1.7)	1.70	Tonkon- Aman	-	1.70
247	Padrick- Padrick	4/28/2009	Review proposed modifications to summary judgment order and telephone conferences with D. Aman re: same (.5)	0.50	Tonkon- Aman	-	0.50
248	Padrick- Padrick	4/29/2009	Handle administrative matters and conference with M. Courtage re: same.	0.40	Padrick- Courtage	-	0.40
249	Padrick- Padrick	4/29/2009	Review email communication from M. Meyers and telephone conferences with L. Simson and M. Meyers re: same (.7)	0.70	Tonkon- Simson	-	0.70
250	Padrick- Padrick	4/29/2009	Review objections to motion for summary judgment and conference with D. aman re: same (.4)	0.40	Tonkon- Aman	-	0.40
251	Padrick- Padrick	4/29/2009	Review email communications re: creditors retention of litigation counsel and telephone conference with J. Thomas re: same (.4)	0.40	Perkins- Thomas	-	0.40
252	Padrick- Padrick	4/29/2009	Prepare for and attend conference with Weiss and D. Aman re: litigation strategy (3.7)	3.70	Tonkon- Aman	0.80	2.90
253	Padrick- Padrick	4/30/2009	Telephone conference with J. Thomas re: plan objections (.3)	0.30	Perkins- Thomas	-	0.30
254	Padrick- Padrick	5/1/2009	Review and respond to email re: reverse exchanges and conference with E. Rose re: same	0.40	Padrick- Rose	-	0.40
255	Padrick- Padrick	5/1/2009	Review proposed modifications to order and objections thereto and telephone conferences with D. Aman and conference with E. Rose re: same.	1.20	Padrick- Rose	-	1.20
256	Padrick- Padrick	5/1/2009	Review proposed modifications to order and objections thereto and telephone conferences with D. Aman and conference with E. Rose re: same.	1.20	Tonkon- Aman	-	1.20
257	Padrick- Padrick	5/1/2009	Review and comment on amended plan, declaration, memorandum in support, schedule of administrative expenses and telephone conferences with J. Thomas, L. Simson and D. Aman re: same and conferences with E. Rose	4.70	Padrick- Rose	-	4.70
258	Padrick- Padrick	5/1/2009	Review and comment on amended plan, declaration, memorandum in support, schedule of administrative expenses and telephone conferences with J. Thomas, L. Simson and D. Aman re: same and conferences with E. Rose	4.70	Tonkon- Simson	-	4.70

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person in Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
259	Padrick- Padrick	5/1/2009	Review and comment on amended plan, declaration, memorandum in support, schedule of administrative expenses and telephone conferences with J. Thomas, L. Simson and D. Aman re: same and conferences with E. Rose	4.70	Perkins- Thomas	-	4.70
260	Padrick- Padrick	5/1/2009	Review and comment on amended plan, declaration, memorandum in support, schedule of administrative expenses and telephone conferences with J. Thomas, L. Simson and D. Aman re: same and conferences with E. Rose	4.70	Tonkon- Aman	-	4.70
261	Padrick- Rose	5/4/2009	Telephone conference with J. Bjerk re: Nimble Development claim (.4)	0.40	Tonkon- Bjerk	-	0.40
262	Padrick- Rose	5/4/2009	Telephone conference with J. Bjerk re: claim (.2)	0.20	Tonkon- Bjerk	-	0.20
263	Padrick- Whittington	5/4/2009	Review amended plan and disclosure statement filed with court; review other new filings with court; discuss fee recognition, accounting and bank accounts with M. Courtnage	1.00	Padrick- Courtnage	-	1.00
264	Padrick- Padrick	5/4/2009	Review final plan documents and telephone conference with T. Stillely re: memorandum (1.4)	1.40	Sussman- Stillely	-	1.40
265	Padrick- Whittington	5/4/2009	Research re: EIN requirements for liquidating trust; discuss with D. Wheeler (1.0)	1.00	Padrick- Wheeler	-	1.00
266	Padrick- Whittington	5/4/2009	Email and telephone conference with K. Padrick re: Brent Corp transation (1.0)	1.00	Padrick- Padrick	-	1.00
267	Padrick- Rose	5/5/2009	Conference with M. Courtnage, D. Wheeler re: trust bank account (.5)	0.50	Padrick- Courtnage	-	0.50
268	Padrick- Rose	5/5/2009	Conference with M. Courtnage, D. Wheeler re: trust bank account (.5)	0.50	Padrick- Wheeler	-	0.50
269	Padrick- Whittington	5/5/2009	Conference with K. Padrick and R. Norwood re: claims; discuss que4stion on claims analysis with R. Norwood; review new analysis from R. Norwood (1.5)	1.50	Padrick- Padrick	-	1.50
270	Padrick- Whittington	5/5/2009	Conference with K. Padrick and R. Norwood re: claims; discuss que4stion on claims analysis with R. Norwood; review new analysis from R. Norwood (1.5)	1.50	Padrick- Norwood	-	1.50
271	Padrick- Rose	5/5/2009	Conference with K. Padrick, L. Simson, P. Whittington, D. Wheeler, D. Aman re: confirmation, case strategy (4.10)	4.10	Padrick- Padrick	2.70	1.40
272	Padrick- Rose	5/5/2009	Conference with K. Padrick, L. Simson, P. Whittington, D. Wheeler, D. Aman re: confirmation, case strategy (4.10)	4.10	Padrick- Whittington	3.70	0.40

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person in Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
273	Padrick- Rose	5/5/2009	Conference with K. Padrick, L. Simson, P. Whittington, D. Wheeler, D. Aman re: confirmation, case strategy (4.10)	4.10	Tonkon- Simson	1.60	2.50
274	Padrick- Padrick	5/5/2009	Telephone conference with L. Simson and J. Thomas re: potential resolution of objections and review emails re: same (1.3)	1.30	Tonkon- Simson	-	1.30
275	Padrick- Padrick	5/5/2009	Telephone conference with L. Simson and J. Thomas re: potential resolution of objections and review emails re: same (1.3)	1.30	Perkins- Thomas	-	1.30
276	Padrick- Whittington	5/5/2009	Discuss cash account issues with M. Courtnage and meet with M. Courtnage and K. Padrick (.5)	0.50	Padrick- Courtnage	-	0.50
277	Padrick- Whittington	5/5/2009	Discuss cash account issues with M. Courtnage and meet with M. Courtnage and K. Padrick (.5)	0.50	Padrick- Padrick	-	0.50
278	Padrick- Rose	5/6/2009	Conference with K. Padrick, P. Whittington, D. Wheeler re: case status, confirmation, Stevens file request (2.0)	2.00	Padrick- Padrick	1.20	0.80
279	Padrick- Rose	5/6/2009	Conference with K. Padrick, P. Whittington, D. Wheeler re: case status, confirmation, Stevens file request (2.0)	2.00	Padrick- Whittington	-	2.00
280	Padrick- Rose	5/6/2009	Conference with K. Padrick, P. Whittington, D. Wheeler re: case status, confirmation, Stevens file request (2.0)	2.00	Padrick- Wheeler	1.10	0.90
281	Padrick- Wheeler	5/6/2009	Status meeting with K. Padrick, P. Whittington, E. Rose, K. Moore, A. Rotkowski, R. Norwood, L. Nugent, M. Courtnage (1.1)	1.10	Padrick- Whittington	-	1.10
282	Padrick- Wheeler	5/6/2009	Status meeting with K. Padrick, P. Whittington, E. Rose, K. Moore, A. Rotkowski, R. Norwood, L. Nugent, M. Courtnage (1.1)	1.10	Padrick- Moore	-	1.10
283	Padrick- Wheeler	5/6/2009	Status meeting with K. Padrick, P. Whittington, E. Rose, K. Moore, A. Rotkowski, R. Norwood, L. Nugent, M. Courtnage (1.1)	1.10	Padrick- Rotkowski	-	1.10
284	Padrick- Wheeler	5/6/2009	Status meeting with K. Padrick, P. Whittington, E. Rose, K. Moore, A. Rotkowski, R. Norwood, L. Nugent, M. Courtnage (1.1)	1.10	Padrick- Norwood	-	1.10
285	Padrick- Wheeler	5/6/2009	Status meeting with K. Padrick, P. Whittington, E. Rose, K. Moore, A. Rotkowski, R. Norwood, L. Nugent, M. Courtnage (1.1)	1.10	Padrick- Nugent	-	1.10
286	Padrick- Wheeler	5/6/2009	Status meeting with K. Padrick, P. Whittington, E. Rose, K. Moore, A. Rotkowski, R. Norwood, L. Nugent, M. Courtnage (1.1)	1.10	Padrick- Nugent	-	1.10
287	Padrick- Rose	5/6/2009	Conference with L. Simson, K. Padrick, D. Aman, J. Thomas re: confirmation hearing and case strategy (2.3)	2.30	Padrick- Padrick	1.20	1.10

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

#	Billing Firm/ Professional	Date	Description	Time Billed	Firm/Person in Meeting/Conf.	Time Billed	Discrepancy
288	Padrick- Rose	5/6/2009	Conference with L. Simson, K. Padrick, D. Aman, J. Thomas re: confirmation hearing and case strategy (2.3)	2.30	Tonkon- Simson	-	2.30
289	Padrick- Rose	5/6/2009	Conference with L. Simson, K. Padrick, D. Aman, J. Thomas re: confirmation hearing and case strategy (2.3)	2.30	Padrick- Aman	-	2.30
290	Padrick- Rose	5/6/2009	Conference with L. Simson, K. Padrick, D. Aman, J. Thomas re: confirmation hearing and case strategy (2.3)	2.30	Perkins- Thomas	1.50	0.80
291	Padrick- Padrick	5/6/2009	Conferences with L. Simson, D. Aman, J. Thomas and E. Rose re: various confirmation and post confirmation matters including claims issues.	2.10	Tonkon- Simson	1.80	0.30
292	Padrick- Padrick	5/6/2009	Conferences with L. Simson, D. Aman, J. Thomas and E. Rose re: various confirmation and post confirmation matters including claims issues.	2.10	Tonkon- Aman	1.50	0.60
293	Padrick- Padrick	5/6/2009	Conferences with L. Simson, D. Aman, J. Thomas and E. Rose re: various confirmation and post confirmation matters including claims issues.	2.10	Perkins- Thomas	-	2.10
294	Padrick- Padrick	5/6/2009	Conferences with L. Simson, D. Aman, J. Thomas and E. Rose re: various confirmation and post confirmation matters including claims issues.	2.10	Padrick- Rose	-	2.10
295	Padrick- Padrick	5/6/2009	Telephone conference with L. Simson and J. Thomas re: confirmation order and review emails from objectors' counsel re: same (.7)	0.70	Tonkon- Simson	-	0.70
296	Padrick- Padrick	5/6/2009	Telephone conference with L. Simson and J. Thomas re: confirmation order and review emails from objectors' counsel re: same (.7)	0.70	Perkins- Thomas	-	0.70
297	Padrick- Norwood	5/7/2009	Research and analyze real estate LLCs analysis; telephone conference to discuss operating agreements with L. Simson	1.50	Tonkon- Simson	-	1.50
298	Padrick- Padrick	5/7/2009	Telephone conference with D. Aman re: Summit principal's files and financial institution	0.10	Tonkon- Aman	-	0.10
299	Padrick- Whittington	5/7/2009	Review plan and disclosure statement and prepare outline of tasks needed by effective date; telephone conference with H. Bjerk re: same:	2.00	Tonkon- Bjerk	-	2.00

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person in Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
300	Padrick- Whittington	5/7/2009	Telephone conference with exchangers Jones and Thomas; document and email re: same; discuss Carr release with K. Padrick; email to Sussman Shank re: priority and getting more completed; telephone conference with M. Meyers re: same.	2.00	Padrick- Padrick	-	2.00
301	Padrick- Padrick	5/8/2009	Review sample operating agreements and telephone conference with Simson re effect of turnover and next steps to resolve management issues.	1.20	Tonkon- Simson	-	1.20
302	Padrick- Whittington	5/8/2009	email to D. Aman re: P. Fortune; telephone conference with M. Meyers re: segregated account litigation and P. Fortune (.5)	0.50	Sussman- Meyers	-	0.50
303	Padrick- Padrick	5/8/2009	Telephone conference with J. Thomas re: objections to confirmation order	0.60	Perkins- Thomas	-	0.60
304	Padrick- Padrick	5/8/2009	Review emails re: confirmation order and telephone conference with D. Aman, L. Simson, and L. Johnson re: confirmation order issues and financial institution claims (1.3)	1.30	Tonkon- Aman	-	1.30
305	Padrick- Padrick	5/8/2009	Review emails re: confirmation order and telephone conference with D. Aman, L. Simson, and L. Johnson re: confirmation order issues and financial institution claims (1.3)	1.30	Tonkon- Simson	-	1.30
306	Padrick- Wheeler	5/11/2009	Conference with E. Rose and P. Whittington to discuss strategy for liquidating trust set-up (1.9)	1.90	Padrick- Rose	-	1.90
307	Padrick- Wheeler	5/11/2009	Conference with E. Rose and P. Whittington to discuss strategy for liquidating trust set-up (1.9)	1.90	Padrick- Whittington	-	1.90
308	Padrick- Rose	5/11/2009	Conference with D. Wheeler, P. Whittington re: status and timeline (2.2)	2.20	Padrick- Wheeler	-	2.20
309	Padrick- Rose	5/11/2009	Conference with D. Wheeler, P. Whittington re: status and timeline (2.2)	2.20	Padrick- Whittington	-	2.20
310	Padrick- Whittington	5/11/2009	Conference with E. Rose and D. Wheeler re: post confirmation and post effective date requirements; make assignments for requirements; develop questions	2.00	Padrick- Rose	-	2.00
311	Padrick- Whittington	5/11/2009	Conference with E. Rose and D. Wheeler re: post confirmation and post effective date requirements; make assignments for requirements; develop questions	2.00	Padrick- Wheeler	-	2.00
312	Padrick- Courtnage	5/11/2009	Conference with M. Courtnage re: LLC's and bank accounts (.5)	0.50	Padrick- Courtnage	-	0.50
313	Padrick- Courtnage	5/11/2009	Conference with M. Courtnage	3.50	Padrick- Courtnage	-	3.50

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

#	Billing Firm/ Professional	Date	Description	Time Billed	Firm/Person in Meeting/Conf.	Time Billed	Discrepancy
314	Padrick- Padrick	5/11/2009	Telephone conference with counsel for one of principals re: interview	0.40	Unknown	-	0.40
315	Padrick- Wheeler	5/12/2009	Discuss accounting process for the liquidating trust with M. Courtnage (1.1)	1.10	Padrick- Courtnage	-	1.10
316	Padrick- Padrick	5/12/2009	Review emails re: claim objections and prepare for and attend telephone conference with L. Simson, H. Bjerk, E. Rose, P. Whittington, and D. Wheeler re: claims objections (1.8)	1.80	Tonkon- Simson	-	1.80
317	Padrick- Padrick	5/12/2009	Review emails re: claim objections and prepare for and attend telephone conference with L. Simson, H. Bjerk, E. Rose, P. Whittington, and D. Wheeler re: claims objections (1.8)	1.80	Tonkon- Bjerk	-	1.80
318	Padrick- Padrick	5/12/2009	Review emails re: claim objections and prepare for and attend telephone conference with L. Simson, H. Bjerk, E. Rose, P. Whittington, and D. Wheeler re: claims objections (1.8)	1.80	Padrick- Rose	-	1.80
319	Padrick- Padrick	5/12/2009	Review emails re: claim objections and prepare for and attend telephone conference with L. Simson, H. Bjerk, E. Rose, P. Whittington, and D. Wheeler re: claims objections (1.8)	1.80	Padrick- Whittington	-	1.80
320	Padrick- Padrick	5/12/2009	Review emails re: claim objections and prepare for and attend telephone conference with L. Simson, H. Bjerk, E. Rose, P. Whittington, and D. Wheeler re: claims objections (1.8)	1.80	Padrick- Wheeler	-	1.80
321	Padrick- Wheeler	5/12/2009	Conference call with L. Simson, H. Bjerk, K. Padrick, E. Rose and P. Whittington to discuss open items relating to the liquidating trust (1.1)	1.10	Tonkon- Simson	-	1.10
322	Padrick- Wheeler	5/12/2009	Conference call with L. Simson, H. Bjerk, K. Padrick, E. Rose and P. Whittington to discuss open items relating to the liquidating trust (1.1)	1.10	Tonkon- Bjerk	-	1.10
323	Padrick- Wheeler	5/12/2009	Conference call with L. Simson, H. Bjerk, K. Padrick, E. Rose and P. Whittington to discuss open items relating to the liquidating trust (1.1)	1.10	Padrick- Rose	-	1.10
324	Padrick- Wheeler	5/12/2009	Conference call with L. Simson, H. Bjerk, K. Padrick, E. Rose and P. Whittington to discuss open items relating to the liquidating trust (1.1)	1.10	Padrick- Padrick	-	1.10
325	Padrick- Wheeler	5/12/2009	Conference call with L. Simson, H. Bjerk, K. Padrick, E. Rose and P. Whittington to discuss open items relating to the liquidating trust (1.1)	1.10	Padrick- Whittington	-	1.10
326	Padrick- Rose	5/12/2009	Conference with D. Wheeler & P. Whittington re: pre-confirmation (4)	0.40	Padrick- Wheeler	-	0.40

Exhibit K

Discrepancies in Fee Application from Kevin D. Padrick- Chapter 11 Trustee

<u>#</u>	<u>Billing Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Firm/Person in Meeting/Conf.</u>	<u>Time Billed</u>	<u>Discrepancy</u>
327	Padrick-Rose	5/12/2009	Conference with D. Wheeler & P. Whittington re: pre-confirmation (.4)	0.40	Padrick- Whittington	-	0.40
328	Padrick-Rose	5/12/2009	Telephone conference with L. Simson, K. Padrick et al re: pre-confirmation tasks (1.0)	1.00	Padrick- Padrick	-	1.00
329	Padrick-Rose	5/12/2009	Telephone conference with L. Simson, K. Padrick et al re: pre-confirmation tasks (1.0)	1.00	Tonkon- Simson	-	1.00
330	Padrick-Rose	5/12/2009	Telephone conference with J. Thomas re: claims and Trust agreement (.5)	0.50	Perkins- Thomas	-	0.50
331	Padrick-Rose	5/12/2009	Telephone conference with L. Simson re: Asset Management Agreement (.1)	0.10	Tonkon- Simson	-	0.10
332	Padrick- Padrick	5/12/2009	Review issues re: bond and conference with P. Whittington re: same (.4)	0.40	Padrick- Whittington	-	0.40
333	Padrick- Padrick	5/12/2009	Review issues: Points West and conference with P. Whittington re: same (.4)	0.40	Padrick- Whittington	-	0.40
334	Padrick- Padrick	5/12/2009	Review reverse exchange issues and conference with P. Whittington re: same (.5)	0.50	Padrick- Whittington	-	0.50
335	Padrick- Padrick	5/12/2009	Telephone conference with attorney re: filing to proof of claim and review emails re: same (.5)	0.50	Unknown	-	0.50
Total time discrepancies (hours)							351.71

Exhibit M

Schedule of Trustee's Rejection of Fair Market Offers

	Sale Price Net of Commissions	Debt	Net Proceeds	% To Creditors	Estimated Amount to Creditors	
Boulder House	495,000	417,000	78,000	100.00%	78,000	(1)
Smith Brothers Pushrods, LLC	500,000	N/A	500,000	66.67%	333,333	(2)
Blue Sky (three industrial lots	400,000	-	400,000	33.33%	133,333	(3)
Blue Sky Building	1,850,000	1,350,000	500,000	66.67%	333,333	(4)
Klondike Building	669,247	630,000	39,247	63.32%	24,851	(5)
					<u>902,851</u>	

(1) Cash offer from buyer

(2) Cash offer net of debt

(3) Offer from Smith Brothers 1/3rd partner (Marshall) to offer his interest in real estate as part of Smith Brothers deal. Amount based on estimated sales price

(4) Also as part of the Smith Brothers building, Marshall offered to sign a three year lease on an industrial building, which would create approximately \$500,000 equity in the building.

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Tonkon- Aman	2/19/2009	Begin analyzing and outlining potential claims against third parties, based on meeting with Mr. Padrick (.3)	0.3	325	98
Tonkon- Aman	3/30/2009	Draft Rule 2004 motion for examination of Dan Cardot, and review documents regarding Mr. Cardot (1.2)	1.2	325	390
Tonkon- Simson	3/3/2009	Telephone conference with Mr. Ricks regarding desire to sell property in Colorado (.2); telephone conference with Mr. Padrick regarding same (.2); additional telephone conference with Mr. Padrick regarding same (.1)	0.5	450	225
Tonkon- Simson	3/6/2009	Telephone conference with Mr. Padrick and Mr. Rose regarding issues relating to Colorado property transfer (.3); draft e-mail to Mr. Ricks regarding same (.2)	0.5	450	225
Tonkon- Simson	3/8/2009	Review e-mail from Mr. Rose regarding Boulder property (.1); review additional e-mails from Mr. Neuman, Mr. Padrick and Ms. Studebaker regarding same (.3); telephone conference with Mr. Padrick regarding same (.3)	0.7	450	315
Tonkon- Simson	3/9/2009	Telephone conference with Mr. Vanden Bos regarding Boulder offer (.3); telephone conference with Mr. Rose regarding Boulder property (.1)	0.5	450	225

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Tonkon- Simson	3/11/2009	Review e-mail from Mr. Vanden Bos regarding buyer's analysis (.1); review e-mail from Mr. Rose regarding Boulder property (.1)	0.2	450	90
Tonkon- Simson	3/12/2009	Telephone conference with Mr Vanden Bos regarding Boulder property (.2); review write up of Boulder property (.1)	0.3	450	135
Tonkon- Simson	3/19/2009	Review e-mail from Mr. Vanden Bos regarding K. Neuman's waiver of claims to proceeds from potential sale of Boulder House (.2)	0.2	450	90
Tonkon- Peterson	3/25/2009	Review Riley Coyote operating agreement and prepare member/manager consent documents (.9)	0.9	275	248
Tonkon- Aman	4/3/2009	Telephone call with Mr. Conger regarding Mr. Cardot's Rule 2004 examination and email regarding same (.5); revise Mr. Cardot's Rule 2004 examination motion and analyze local rules regarding same (.4)	0.9	325	293
Tonkon- Aman	4/6/2009	Mr. Conger regarding Dan Cardot, and emails with client regarding same (.1)	0.1	325	33
Tonkon- Simson	4/6/2009	Review email from Mr. Aman regarding Mr. Cardot's 2004 exam (.1)	0.1	450	45
Tonkon- Aman	4/8/091	Telephone call and emails with Mr. Hickey, Cardot's counsel, conoerning Rule 2004 examination motion (.4)	0.4	325	130

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Tonkon- Aman	4/10/2009	Draft protective order for use with Cardot and email same to Mr. Hickey (.4); telephone call with Mr. Hickey regarding document production and update to client regarding same (.2)	0.6	325	195
Tonkon- Bjerk	4/10/2009	Email messrs. Rose and Padrick regarding a conference call to discuss Debtor's potential claims against third parties (.1)	0.1	195	20
Tonkon- Simson	4/10/2009	Review memorandum regarding status of recovery efforts (.2); draft email to Mr. Vanden Bos regarding Boulder property (.3); REDACTED (.1); review email regarding information from Mr. Cardot (.1); telephone conference with Mr. Padrick, Mr. Rose and Ms. Bjerk regarding potential claims against third parties (.7)	1.4	450	630
Tonkon- Simson	4/15/2009	Review email from Mr. Vanden Bos regarding Boulder house (.1)	0.1	450	45
Tonkon- Simson	4/22/2009	Telephone conference with Mr. Padrick regarding REDACTED (.3); review offer to purchase interests in Klondike Point LLC (.2); conference with Mr. Aman regarding REDACTED (.2); review numerous emails and documents regarding relationships with Umpqua Bank (2.6)	3.3	450	1,485

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Tonkon- Aman	4/22/2009	Emails with counsel proposal REDACTED (.2); analyze draft proposals REDACTED (.2); telephone call with Ms. Thomas regarding same (.1)	0.5	325	163
Tonkon- Aman	4/27/2009	Emails regarding proposal REDACTED (.1)	0.1	325	33
Tonkon- Simson	4/24/2009	Telephone conference with Mr. Opera regarding representation of defendant LLCs (.3); telephone conference with Mr. Ryan regarding responses to complaint (.2); telephone conference with Mr. Padrick regarding call from Mr. Opera, attorney for various LLCs (.2); conference with Mr. Aman and Mr. Thomas regarding conversation with Mr. Ryan (.3)	1.0	450	450
Tonkon- Simson	4/29/2009	Telephone conference with Mr. Cushing regarding impact of order on third parties (.2); review proposed summary judgement order (.3); conference with Mr. Aman regarding same (.1); review opposition brief filed on behalf of various LLCs (.4); conference with Mr. Aman and Mr. Cronn REDACTED (.9)	1.9	450	855
Tonkon- Simson	5/11/2009	Review email from Mr. Opera (.1)	0.1	450	45

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Wheeler	2/25/2009	Trace a capital contribution for two LLCs to Inland (3.7); review various QuickBooks files to determine what accounting records are available for the LLCs (2.7); review LLC tax returns on Summit's servers (1.2)	7.6	450	3,420
Padrick- Wheeler	2/26/2009	Review QuickBooks files for four separate LLCs; reconcile details to Inland records in MAS90 (6.9)	6.9	450	3,105
Padrick- Wheeler	2/27/2009	Discuss preparation of spreadsheet of all available LLC tax returns with L. Nugent (.6)	0.6	450	270
Padrick- Padrick	2/27/2009	Conference with D. Wheeler re: accounting review.	0.2	600	120
Padrick- Norwood	2/27/2009	Collect documents related to investments of a third-party and send to D. Wheeler	1.0	250	250
Padrick- Padrick	2/24/2009	Conference with P. Whittington re: transfers of assets that were mistakenly acquired and provide documents to third parties and telephone conference with L. Simson re: same (.7)	0.7	600	420
Padrick- Padrick	3/2/2009	Conference with E. Rose re: third party claims (.2)	0.2	600	120
Padrick- Padrick	3/3/2009	Telephone conference with L. Simson re: sale of property in Colorado (.2); telephone conference with E. Rose re: same (.1); telephone conference with L. Simson re: information discovered on Colorado property (.1)	0.4	600	240

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Padrick	3/4/2009	Telephone conference with a third-party re: transfer by shareholders (.8)	0.8	600	480
Padrick- Norwood	3/5/2009	Review T3, exchange fundamentals, Summit operating procedures with A. Rotkowski (.5); start LLC inventory spreadsheet (1.5)	2.0	250	500
Padrick- Wheeler	3/11/2009	Review two files relating to LLCs that have sold property for purposes of identifying potential claims against third-parties and/or related parties.	5.0	450	2,250
Padrick- Wheeler	3/12/2009	Review three sold property files and related accounting entries in MAS90 and QuickBooks for purposes of identifying potential claims against third-parties and/or related parties.	6.8	450	3,060
Padrick- Padrick	3/12/2009	Review Boulder property write up and telephone conferences with Vanden Bos and E. Rose re: Boulder property and approval by committee.	-	-	-
Padrick- Wheeler	3/13/2009	Review three sold property files for purposes of identifying potential claims against third-parties and/or related parties.	8.1	450	3,645
Padrick- Rotkowski	3/16/2009	Analyze Inland N/R files for potential claims against third-parties (2.0)	2.0	300	600

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Wheeler	3/16/2009	Review two files of sold property for purposes of identifying potential claims against third-parties and/or related parties.	7.3	450	3,285
Padrick- Rotkowski	3/17/2009	Analyze Inland N/R files for potential claims against third-parties (2.5)	2.5	300	750
Padrick- Wheeler	3/17/2009	Review four files of sold property for purposes of identifying potential claims against third-parties and/or related parties.	7.8	450	3,510
Padrick- Rotkowski	3/18/2009	Analyze Inland N/R to determine if amounts are due from third-parties.	4.0	300	1,200
Padrick- Wheeler	3/18/2009	Review one sold property files for purposes of identifying potential claims against third-parties and/or related parties.	3.1	450	1,395
Padrick- Rotkowski	3/19/2009	Analyze Inland N/R files for potential claims against third-parties (5.0)	5.0	300	1,500
Padrick- Wheeler	3/19/2009	Review two sold property files for purposes of identifying potential claims against third-parties and/or related parties.	3.1	450	1,395
Padrick- Rotkowski	3/20/2009	Analyze Inland N/R files for potential claims against third-parties.	1.2	300	360
Padrick- Wheeler	3/20/2009	Review one sold property file for purposes of identifying potential claims against third-parties and/or related parties.	1.7	450	765
Padrick- Rotkowski	3/24/2009	Analyze Inland notes receivable to determine if there are amounts due from third-parties (.8)	0.8	300	240

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Wheeler	3/24/2009	Review one sold property file for purposes of identifying potential claims against third-parties and/or related parties (3.1); write report of initial findings relating to accounting investigation (4.1)	7.2	450	3,240
Padrick- Wheeler	3/25/2009	Review two sold property files for purposes of identifying potential claims against third-parties and/or related parties (1.7)	1.7	450	765
Padrick- Rotkowski	3/26/2009	Analyze Inland notes receivable to determine if there are amounts due from third-parties (3.0)	3.0	300	900
Padrick- Wheeler	2/26/2009	Review one sold property file for purposes of identifying potential claims against third-parties and/or related parties (4.7)	4.7	450	2,115
Padrick- Rotkowski	3/27/2009	Inland N/R files for potential claims against third-parties (3.0)	3.0	300	900
Padrick- Rotkowski	3/30/2009	analyze Inland notes receivable to determine if there are amounts due from third-parties (7.5)	7.5	300	2,250
Padrick- Wheeler	3/30/2009	Research transactions relating to a third-party and Century Exchange (5.7)	5.7	450	2,565
Padrick- Nugent	3/30/2009	Review and track the number of reverse exchange LLC entities (1.0)	1.0	200	200
Padrick- Rotkowski	3/31/2009	Analyze Inland N/R files for potential claims against third-parties (7.5)	7.5	300	2,250

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Wheeler	3/31/2009	Research two sold property files for purposes of identifying potential claims against third-parties and/or related parties (5.7)	5.7	450	2,565
Padrick- Nugent	3/2/2009	Compile tax database of Summit and related LLC tax returns	1.8	200	360
Padrick- Padrick	2/4/2009	Telephone conference with J. Thomas re: preparation for hearing and call with a third-party (.4)	0.4	600	240
Padrick- Whittington	3/31/2009	Research, email and telephone conference re: Jerald request for disbursement of LLC account cash (1.5)	2.4	450	1,080
Padrick- Rose	3/3/2009	Telephone conference with D. Aman re: third-party claims against banks (.2)	0.2	400	80
Padrick- Padrick	3/18/2009	Conference with E. Rose re: claims against third parties (.3)	0.3	600	180
Padrick- Norwood	3/9/2009	Prepare LLC audit spreadsheet (.8)	0.8	250	200
Padrick- Rotkowski	4/1/2009	Analyze Inland N/R files for claims against third-parties (4.5)	4.5	300	1,350
Padrick- Wheeler	4/1/2009	Investigate third-party property transactions (3.1)	3.1	450	1,395
Padrick- Nugent	4/1/2009	Track and add to LLC database and inventory from information stored on the Summit S drive (.5)	1.5	200	300
Padrick- Rotkowski	4/2/2009	Analyze Inland N/R files for claims against third-parties (7.5)	7.5	300	2,250
Padrick- Wheeler	4/2/2009	Review project task list (.4); review exchange files relating to third-party (1.4).	1.8	450	810

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Rotkowski	4/3/2009	Analyze Inland N/R files for claims against third-parties.	8.0	300	2,400
Padrick- Wheeler	4/3/2009	Investigate transactions in MAS90 and sold property files relating to third-party.	6.3	450	2,835
Padrick- Rotkowski	4/6/2009	Search accounting records for general understanding of business operations and for potential claims from transactions associated with one LLC (4.5)	4.5	300	1,350
Padrick- Wheeler	4/6/2009	Investigate third-party related transactions in MAS90 and sold property files.	2.4	450	1,080
Padrick- Rotkowski	4/7/2009	Search accounting records for general understanding of business operations and for potential claims against third-parties from property transactions associated with two separate LLCs	8.0	300	2,400
Padrick- Wheeler	4/7/2009	Investigate third-party related transactions in MAS90 and sold property files.	1.7	450	765
Padrick- Rotkowski	4/8/2009	Analyze and prepare memo summarizing property transactions of two separate LLCs (6.5)	6.5	300	1,950
Padrick- Wheeler	4/8/2009	Investigate third-party activity in various real estate LLCs.	4.3	400	1,720
Padrick- Norwood	4/8/2009	Compile Pacer-LLC information for D. Wheeler.	1.5	250	375
Padrick- Padrick	4/9/2009	Telephone conference with L. Simson re: Boulder house and other matters.	0.4	600	240
Padrick- Wheeler	4/10/2009	Prepare write-up relating to third-party transactions (1.3)	1.3	450	585

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Wheeler	4/13/2009	Prepare list of cash receipts relating to a third-party (3.0)	3.0	450	1,350
Padrick- Wheeler	4/15/2009	Review one sold property file for purposes of identifying potential claims against third-parties and/or related parties	0.6	450	270
Padrick- Wheeler	4/16/2009	Prepare summary relating to third-party property transactions	0.5	450	225
Padrick- Rose	4/16/2009	Review and prepare memo on third-party property transactions	0.8	400	320
Padrick- Wheeler	4/17/2009	Prepare summary relating to third-party property transactions	4.1	450	1,845
Padrick- Norwood	4/17/2009	Review and update third-party property transaction summary for D. Wheeler.	4.5	250	1,125
Padrick- Wheeler	4/21/2009	Review one property file for purposes of identifying potential claims against third-parties and/or related parties.	4.0	450	1,800
Padrick- Nugent	4/21/2009	Compile and analyze emails for third-party claims.	2.5	200	500
Padrick- Wheeler	4/22/2009	Review one sold property file for purposes of identifying potential claims against third-parties and/or related parties.	5.1	450	2,295
Padrick- Nugent	4/22/2009	Compile and analyze email correspondence for third-party claims.	2.0	200	400
Padrick- Wheeler	4/24/2009	Review a sold property file for potential claims against third-party.	2.6	450	1,170
Padrick- Rotkowski	4/28/2009	Perform third-party NR analysis (1.0)	1.0	300	300

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Rose	4/28/2009	Prepare summary of transactions with a third-party and conference with A. Rotkowski re: same.	0.4	400	160
Padrick- Wheeler	4/29/2009	Review property files for potential claims against third-party (4.2); research payment history relating to third-party and gather information for potential demand letter (1.4)	5.6	450	2,520
Padrick- Rotkowski	4/30/2009	Review Summit and Inland accounting and exchange records for possible recovery from third-party (.5)	0.5	300	150
Padrick- Wheeler	4/30/2009	Review property files relating to transactions with third-parties (2.2); prepare email communication to Tonkon Torp re: third-party demand letter (.6)	2.8	450	1,260
Padrick- Rose	4/30/2009	Review email files relating to third-party.	2.8	400	1,120
Padrick- Padrick	4/15/2009	Respond to issues raised by UCC members and others concerning third-party litigation.	0.7	600	420
Padrick- Rose	4/23/2009	Telephone conference with D. Aman re: status of financial institution and transactions with third-party.	0.3	400	120
Padrick- Padrick	4/28/2009	Telephone conference with D. Aman re: third-party claim discovery (.3)	0.3	600	180
Padrick- Whittington	4/8/2009	Review Talent LLC file (1.4); email communication to M. Meyers re: Robison and discuss with S. Perez (1.0)	2.4	450	1,080

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Whittington	4/10/2009	Email re: T. Hall (exchanger); review list of LLC in Tennant litigation to evaluate need for release (1.5)	1.5	450	675
Padrick- Whittington	4/20/2009	Review Simonev draft document; email to H. Bjerk re: signing for Three Sisters EAT LLC; review email for various exchanges summaries prepared by S. Perez (1.0)	1.0	450	450
Padrick- Wheeler	5/1/2009	Review property files relating to a third-party and prepare summary.	3.2	450	1,440
Padrick- Wheeler	5/4/2009	Review of property files relating to a third-party.	3.8	450	1,710
Padrick- Wheeler	5/5/2009	Review exchange files relating to a third-party.	0.5	450	225
Padrick- Rotkowski	5/7/2009	Review paper files of property sold by VSN, Summit and other insiders for potential claims against third-parties (3.5)	3.5	300	1,050
Padrick- Rotkowski	5/8/2009	Review paper files of property sold by VSN, Summit and other insiders for potential claims against third-parties (6.5)	6.5	300	1,950
Padrick- Rotkowski	5/11/2009	Review two Inland NRs for claims against third-party (4.0); review paper files of property sold by VSN, Summit and other insiders for potential claims against thrid-parties (3.5)	7.5	300	2,250
Padrick- Rose	5/12/2009	Review LLC memorandums and telephone conference with B. Thompson.	1.4	400	560
Padrick- Rose	5/7/2009	Prepare control of LLCs	1.1	400	440
Padrick- Moscoe	5/8/2009	Change of address for LLCs	-	-	-

EXHIBIT N

Legal Expenses Related to Pursuing LLC's/TIC Owners/Individuals

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Rose	5/11/2009	Conference with M. Courtnage re: LLCs and bank accounts (.5)	0.5	400	200
Padrick- Padrick	5/11/2009	Review and respond to emails re: financial institution meeting, third- party demand letter, and T. Vance fees (.4)	0.4	600	240
Padrick- Moscote	5/12/2009	Process change of address for LLCs			
Padrick- Rose	5/11/2009	Review email files relating to a potential claim against a third-party.	1.4	400	560
Grand total					<u>111,395</u>

Exhibit O

Summit Furniture Recap With Cost

Chairs	10/24/2002	463
2 desks	11/27/2002	10,542
Desk	11/27/2002	4,952
2 desks	11/27/2002	5,584
2 chairs	11/27/2002	463
Chairs	12/4/2002	293
3 chairs	1/17/2003	1,004
File cabinet	2/11/2003	180
Chairs	3/31/2003	314
Storage racks	4/16/2003	1,620
Coffee cart	4/17/2003	377
Chair	9/18/2003	263
Desks	3/1/2005	35,211
Desks	4/25/2005	18,460
Desks	5/2/2005	16,751
Desks	6/8/2005	13,880
Art	6/29/2005	5,976
Desks	7/5/2005	2,661
Art	7/8/2005	3,810
Guest chairs	7/8/2005	8,729
Art	8/4/2005	1,712
Art	10/5/2005	2,766
Chairs	10/20/2005	989
Cubicles	10/28/2005	10,455
Chairs	11/7/2005	1,255
Chairs	11/7/2005	1,028
Desks	11/16/2005	12,969
Chairs	12/6/2005	4,675
Cubicles	12/9/2005	10,935
Glass	12/20/2005	6,173
Chairs	12/29/2005	10,624
Table	12/29/2005	5,161
Desk	6/8/2005	2,661
Furniture	6/30/2006	82,039

284,975

EXHIBIT P

Proceeds from Sale of Furniture	7,650.00
Professional Fees & Attorney Fees Directly Related To the Sale of Furniture	(4,257.00)
<i>Equals Net Proceeds To the Estate</i>	<u><u>3,393.00</u></u>

**Where does the 15% commission in the Trustee's compensation agreement come into place?
The costs above only include hourly billing.**

Exhibit P

Recap of Obsidian/Tonkon Charges Sale of Furniture

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Padrick- Norwood	2/23/2009	Meet with furniture liquidator (1.0)	1.0	250	250
Padrick- Rose	2/24/2009	Conference with K. Moscoe re: liquidation of office furniture, artwork, copiers, and moving quotes	0.3	400	120
Padrick- Norwood	2/24/2009	Take pictures (and email) of server, furniture, artwork (3.0)	3.0	250	750
Padrick- Norwood	2/25/2009	Furniture inventory	1.0	250	250
Tonkon- Simson	3/24/2009	Exchange emails with Mr. Rose regarding sale of furniture (.2)	0.2	450	90
Padrick- Rose	3/24/2009	Not documented-see Simson 3/24/09 email w/Rose	0.2	400	80
Tonkon- Simson	3/25/2009	Exchange e-mails with Mr. Rose regarding sale of furniture (.1)	0.1	450	45
Padrick- Rose	3/25/2009	Not documented-see Simson 3/25/09 email w/Rose (est)	0.1	400	40
Tonkon- Simson	3/26/2009	Review notice of intent to sell furniture and conference with Mr. Rose regarding same (.7); conference with Mr. Simson and Mr. Rose regarding notice of intent to sell furniture (.3)	1.0	195	195
Padrick- Rose	3/26/2009	Not documented-see Simson 3/26/09 email w/Rose (est)	0.6	400	240
Tonkon- Simson	3/26/2009	Telephone conference with Mr. Rose regarding Whispering Meadows sale and furniture sale (.2)	0.2	450	90
Tonkon- Bjerck	3/27/2009	Revise notice of intent to sell furniture (1.6)	1.6	195	312
Tonkon- Simson	3/27/2009	Review notice of intent to sell furniture (.2)	0.2	450	90

Exhibit P

Recap of Obsidian/Tonkon Charges
Sale of Furniture

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Tonkon- Bjerk	4/20/2009	Conference regarding hearing on motion to sell furniture (.2); telephone conference with Mr. Rose regarding hearing on notice of intent to sell furniture and equipment (.2); prepare for hearing on notice of intent to sell furniture (.8); telephone conference with Ms. thomas regarding hearing on notice of intent to sell furniture (.1); conference with Mr. Simson regarding hearing on notice of intent to sell furniture (.2); prepare documents for hearing on notice of intent to sell furniture (.2)	1.7	195	332
Padrick- Rose	4/20/2009	Not documented-see Bjerk 4/20/09 email w/Rose	0.2	400	80
Tonkon- Simson	4/20/2009	Conference with Ms. Bjerk to prepare for hearing on motion to sell furniture (.2); review e-mail from Mr. Rose regarding sale of furniture (.1)	0.3	450	135
Padrick- Rose	3/26/2009	Not documented-see Simson 4/20/09 email w/Rose (est)	0.1	400	40
Tonkon- Bjerk	4/20/2009	Prepare order granting authority to sell property free and clear of liens (.9)	0.9	195	176
Tonkon- Simson	4/20/2009	Prepare for hearing (.2); attend hearing regarding sale of personal property (.2); review draft of order approving sale of furniture (.1)	0.5	450	225
Padrick- Rose	4/20/2009	Email communication with H. Bjerk re: furniture liquidation	0.3	400	120
Padrick- Rose	4/21/2009	Travel to and attend hearing re: sale of furniture (.5)	0.5	400	200

Exhibit P

Recap of Obsidian/Tonkon Charges
Sale of Furniture

<u>Firm/ Professional</u>	<u>Date</u>	<u>Description</u>	<u>Time Billed</u>	<u>Rate</u>	<u>Amount Billed</u>
Tonkon- Bjerk	4/23/2009	Telephone conference with Mr. Rose regarding drafting a bill of sale for furniture and equipment sold to Mr. Moore pursuant to court order (.2); prepare bill of sale regarding same (1.0)	1.2	195	234
Padrick- Rose	4/23/2009	Telephone conference with H. Bjerk re: bill of sale for furniture	0.1	400	40
Padrick- Rose	4/23/2009	Not documented-see Simson 4/23/09 email w/Rose (difference in billings)	0.1	400	40
Tonkon- Bjerk	4/24/2009	Finalize and forward bill of sale for furniture and equipment sold to Mr. Moore (.2)	0.2	195	39
Tonkon- Simson	4/24/2009	Review draft of bill of sale for furniture (.1)	0.1	450	45
			<hr/>		<hr/>
			<u>15.7</u>		<u>4,257</u>

Exhibit Q

***The cost of these communications are not included in the bills to date, because they are after May. However, the Estate will be charged for these communications in future billings....**

The Trustee "disagrees" but provides zero support for his position. His position, simply put, is wrong. However, he can bully and bluster and try to get away with it because no one has the money to drag him into court and fight him toe to toe (See Communications between Opera and Aman representing time spent by Trustee and Tonkon, ignoring the provisions of the operating agreement, harassing LLC Members, LLC's and their Legal Counsel, which can only result in more LOSS to the estate.

EMAIL FROM AMAN TO OPERA

Mr. Opera:

In response to your email:

- 1) It appears from your email that you do not represent Ms. Studebaker-DeYoung, but please confirm with a clear "Yes, I represent her" or "No, I do not represent her." I need to know, in part, so I can prepare the stipulated order for your signature or hers, and so I am clear about whether I may and should communicate with her directly on these matters.
- 2) Kevin Padrick is the Chapter 11 Trustee and the trustee of the Liquidating Trust. It is in this capacity that we are requesting information in order to allow the Trustee and Obsidian to perform necessary due diligence concerning the LLCs and any and all related transactions. Once we have the information, the Trustee will be happy to work towards a reasonable and fair business resolution with any interested parties.
- 3) As we have explained, we disagree with your position as to the Trustee's rights under the various operating agreements and applicable law. The Trustee intends to continue to pursue the Trustee's rights on behalf of the trust consistent with the agreements at issue and the applicable law, as he has done to date. We understand that you take a different position, as you have made clear.

Regards,
David S. Aman

EMAIL FROM OPERA TO AMAN

Mr. Aman,

My firm has been retained by the LLCs. You are not entitled to receive copies of my firm's engagement agreements with the LLCs.

Any and all actions that I've taken were taken on behalf of the LLCs and with the knowledge and consent of the members of the LLCs. In any event, what possible standing do you have to even raise the issue of my firm's representation of the LLCs? Your client is not a member of any of the LLCs.

I find it remarkable that your client continues to pursue this "hardball" tactic -- purport to terminate duly appointed managers of the LLCs, purport to terminate my law firm as counsel to the LLCs over the objection of the managers of the LLCs, improperly seize LLC bank accounts, improperly notify an LLC tenant to pay rent to the Trustee rather than to the LLC and improperly list an LLC property for sale -- rather than attempt to resolve, on a consensual basis, his differences with the LLCs. While the Trustee finds the time to have you send your threatening e-mail to me, the Trustee does not bother to address the substance of my June 26 e-mail, namely, the Trustee's

Exhibit Q

improper attempt to exercise management rights over Klondike and the Trustee's ignoring of his obligations pursuant to the Operating Agreement of Klondike. It is extraordinarily clear that the Trustee believes that he can violate, with impunity, the rights of members of the LLCs. I suggest again that, by so doing, the Trustee is squandering estate assets and creating possible exposure for the estate and that, unless he desists, he will need to justify his actions to the Bankruptcy Court.

If the Trustee would like to engage in a meaningful settlement dialogue, rather than attempt to bully and threaten the members of the LLCs, please let me know.

Robert Opera

EMAIL FROM AMAN TO OPERA

Mr. Opera:

I will prepare a stipulated order for Ms. Studebaker-DeYoung and her CPA firm to produce the requested documents by August 7, 2009. Obviously, the sooner that we receive the documents, the sooner that we can begin meaningful substantive discussions regarding a potential resolution.

I have asked on several occasions whether you represent Ms. Studebaker-DeYoung personally and have not received a direct response. Your prior letters and emails suggest that you while you claim to represent the LLCs, you are also representing the interests of particular members of the LLCs adverse to the interests of other members. That dual representation creates a clear conflict of interest.

Please let me know immediately whether you represent any members of the following LLCs: Stone Mountain Investment, Corney Investors, Klondike Point, Century Drive Mobile Home Park, CFalls Investment or any other LLCs that were the subject of the Bankruptcy Court's summary judgment order providing for a turnover of assets to the Trustee. Please also provide me with copies of all engagement letters and conflict waiver letters, if any, relating to your representation of those entities.

David S. Aman

EMAIL FROM OPERA TO AMAN

Ms Studebaker advises me that she will cooperate regarding the Rule 2004 document production. She will respond to the document production by August 7, 2009.

While Ms. Studebaker will cooperate with the Trustee regarding the Rule 2004 document production, the document production and the two issues addressed in my June 26 e-mail to you -- the Trustee's asserting control over the management of Klondike and Century Drive and the Trustee's ignoring Ms. Studebaker's purchase offer -- are not tied together. The Trustee's attempt to seize management of Klondike and Century Drive is clearly improper and violates the provisions of the applicable Operating Agreements. The Trustee's ignoring Ms. Studebaker's purchase offer also violates the provisions of the Klondike Operating Agreement.

The Trustee is not above the law. He must comply with his obligations to the members of Klondike and Century Drive or he will be sued and will need to defend his actions and the value of his services before the Bankruptcy Court.

Exhibit Q

I suggest that the Trustee consider trying to resolve on a consensual basis his differences with the members of Klondike and Century Drive.

Rob Opera

EMAIL FROM AMAN TO OPERA

Mr. Opera:

This e-mail responds to your e-mail to me dated June 26, 2009, concerning Klondike Point, LLC.

The Trustee disputes the various arguments that you have made in your letter concerning the Trustee's rights regarding Klondike Point, LLC. The Trustee does not waive, and expressly reserves, the right to challenge and dispute your arguments.

Nevertheless, it is impossible for us to have any meaningful substantive discussions regarding Klondike Point until Stephanie Studebaker-DeYoung provides the documents we are seeking pursuant to the 2004 examination requests directed to her and her CPA firm. I note that you did not answer my question as to whether you represent Ms. Studebaker-DeYoung personally.

Please let me know by no later than 5 p.m. on July 1, 2009, (1) whether you represent Ms. Studebaker-DeYoung personally and (2) whether Ms. Studebaker-DeYoung will agree to provide the documents sought in the 2004 examination requests to her and her CPA firm. Otherwise, we will proceed with filing the Rule 2004 examination motions with the Bankruptcy Court.

Regards,

David S. Aman