


UNITED STATES BANKRUPTCY COURT For the Northern District of Texas 1100 Commerce Street, Room 12A24, Dallas, TX 75242-1498		<b>PROOF OF CLAIM</b>	<b>THIS SPACE FOR COURT USE ONLY</b>
In RE (Name of Debtor) <b>AXIS ON SHORE LLP</b>		Case Number <b>10-33569-sgj</b>	
NOTE: This form should not be used to make a claim for an administrative expense ensuing after commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor Toyota Motor Credit Corporation/Toyota Financial Services/ Lexus Financial Services	<input type="checkbox"/> Check box if you are aware that anyone else has filed a POC relating to your claim. Attach copy of statement giving particulars.		
Name & Address Where Notices Should Be Sent:  Toyota Motor Credit Corporation 5005 North River Blvd., N.E. Cedar Rapids, IA 52411-6634  Telephone No. 800-874-8822	<input type="checkbox"/> Check box if you never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.		
Account Number 012-8X017408	Check here if this claim <input type="checkbox"/> Replaces <input type="checkbox"/> Amends previously filed claim dated: _____		
1. BASIS FOR CLAIM			
<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly)		<div style="font-size: 24px; font-weight: bold;">RECEIVED</div> <div style="font-size: 24px; font-weight: bold;">JUN 29 2010</div> <div style="font-size: 24px; font-weight: bold;">BMC GROUP</div>	
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wage, salaries, and commissions (Fill out below) Your social security number _____ <input type="checkbox"/> Unpaid compensation for services performed from _____ to _____ (date) (date)			
2. DATE DEBT WAS INCURRED 12/03/08	3. IF COURT JUDGMENT, DATE OBTAINED: _____		
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describes your claim and STATE THE AMOUNT OF THE CLAIM.			
<input checked="" type="checkbox"/> <b>SECURED CLAIM \$19,837.09 @ 9.7%*</b> Attach evidence of perfection of security interest Brief Description of Collateral <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe) Amount of arrearage & other charges included in secured claim above, if any <u>\$532.77</u>		<input type="checkbox"/> <b>UNSECURED PRIORITY CLAIM \$ _____</b> Specify the priority of the claim <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000, earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier) - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits towards purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - 11 U.S.C. § 507(a)(2), (a)(5) - (Describe briefly)	
<input type="checkbox"/> <b>UNSECURED NONPRIORITY CLAIM \$0.00</b> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.			
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:			
		\$0.00 (Unsecured)	\$19,837.09 (Secured)
		\$ _____ (Priority)	\$19,837.09 (Total)
* REPRESENTS PAYOFF AT TIME OF FILING. Creditor reserves the right to amend its claim to seek a deficiency balance, if any, in the event creditor's collateral is liquidated.			
<input checked="" type="checkbox"/> Check box if claim includes pre-petition charges in addition to principal amount of claim. Attach itemized statement.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited & deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor. 7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available explain. If the documents are voluminous, attach a summary. 8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			<b>SPACE FOR COURT USE ONLY</b>   <div style="text-align: right;">                         TriDimension                            00020                     </div>
DATE 06/04/10	SIGNATURE AND TITLE /s/ CYNTHIA HANDY CYNTHIA HANDY, Asset Protection Analyst 1-800-874-8822 ext 63732		
Form 102 (1/97)			

Buyer: ACHIS ON SHORE LLP, Address: 1520 WILFORD DR, CITY: VADALIA, STATE: GA, ZIP: 31331. Seller: DAN FERRILL TOYOTA OF KATY, Address: 21566 KATY FREEWAY, CITY: KATY, STATE: TX, ZIP: 77450.

The Buyer is referred to as "you." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller. You agree to make payments in U.S. funds according to the Payment Schedule in this contract.

VEHICLE IDENTIFICATION: Year 2008, Make TOYOTA, Model TUNDRA, Vehicle Identification Number 5TEFT54128012400. Use for which purchased: PERSONAL, FAMILY, OR HOUSEHOLD.

Trade-In Make: N/A, Year: N/A, License No.: N/A.

Table with columns: ANNUAL PERCENTAGE RATE (9.70%), FINANCE CHARGE (\$6817.91), Amount Financed (\$25148.29), Total of Payments (\$31966.20), Total Sales Price (\$29966.20).

Table with columns: Number of Payments (60), Amount of Payments (\$5327.70), When Payments Are Due (Monthly beginning 07/17/2008).

Life Charge: If we do not receive your next payment 30 days after it is due... Security interest: We will have a security interest in the vehicle being purchased.

1. Cash Price: \$30918.73. 2. Sales Tax: \$115.00. 3. Title Charge: \$115.00. 4. Other Charges: \$0.00.

5. Dealer's Inventory Fee: \$477.00. 6. Dealer's Prep Fee: \$197.50. 7. Dealer's License Fee: \$100.00. 8. Dealer's Service Fee: \$100.00.

9. Dealer's Other Fees: \$0.00. 10. Dealer's Other Fees: \$0.00. 11. Dealer's Other Fees: \$0.00.

12. Dealer's Other Fees: \$0.00. 13. Dealer's Other Fees: \$0.00. 14. Dealer's Other Fees: \$0.00.

15. Dealer's Other Fees: \$0.00. 16. Dealer's Other Fees: \$0.00. 17. Dealer's Other Fees: \$0.00.

18. Dealer's Other Fees: \$0.00. 19. Dealer's Other Fees: \$0.00. 20. Dealer's Other Fees: \$0.00.

21. Dealer's Other Fees: \$0.00. 22. Dealer's Other Fees: \$0.00. 23. Dealer's Other Fees: \$0.00.

24. Dealer's Other Fees: \$0.00. 25. Dealer's Other Fees: \$0.00. 26. Dealer's Other Fees: \$0.00.

27. Dealer's Other Fees: \$0.00. 28. Dealer's Other Fees: \$0.00. 29. Dealer's Other Fees: \$0.00.

30. Dealer's Other Fees: \$0.00. 31. Dealer's Other Fees: \$0.00. 32. Dealer's Other Fees: \$0.00.

33. Dealer's Other Fees: \$0.00. 34. Dealer's Other Fees: \$0.00. 35. Dealer's Other Fees: \$0.00.

PROPERTY INSURANCE: You must keep the vehicle insured against damage or loss in the amount you owe. We will have a security interest in the vehicle being purchased.

Optional Credit: Life and Credit Disability Insurance. Check the insurance you wish to purchase.

Optional Insurance Coverages: Collision, Comprehensive, Theft, Fire, and others.

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Optional Insurance Coverages: Collision, Comprehensive, Theft, Fire, and others.

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CONSUMER CREDIT COMMISSIONER NOTICE: This contract is subject to Texas law which is enforced by the Consumer Credit Commissioner.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Buyer: ACHIS ON SHORE LLP, Co-Buyer: N/A.

CONSUMER WARNING: Notice to the buyer - Do not sign this contract before you read it or if it contains any blank spaces.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT.

Buyer Signs: ACHIS ON SHORE LLP, Date: 12/03/08, Co-Buyer Signs: N/A, Date: N/A.

Seller: DAN FERRILL TOYOTA OF KATY, Address: 21566 KATY FREEWAY, CITY: KATY, STATE: TX, ZIP: 77450.

ORIGINAL LESSEE HOLDER: DAN FERRILL TOYOTA OF KATY.

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**FINANCE CHARGE AND INTEREST**

**HOW WE FIGURE THE FINANCE CHARGE.** We figure the Finance Charge using the two day average method as defined by the Board of Finance. Under the two day average method, the Finance Charge will be figured by adding the daily rate to the average interest rate in the Annual Percentage Rate for the month of the Finance Charge. The Finance Charge will be figured on the amount of the Finance Charge. The Finance Charge will be figured on the amount of the Finance Charge. The Finance Charge will be figured on the amount of the Finance Charge.

**HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY.** We figure the Finance Charge based on the Finance Charge rate and the late fee. If you do not pay your payments on time, we will charge you a late fee. If you pay your payments early, we will give you a discount on the Finance Charge. If you do not pay your payments on time, we will charge you a late fee. If you pay your payments early, we will give you a discount on the Finance Charge.

**INTEREST AFTER DEFAULT.** If you do not pay us by the date that we tell you to pay, we will charge you a late fee. If you do not pay us by the date that we tell you to pay, we will charge you a late fee. If you do not pay us by the date that we tell you to pay, we will charge you a late fee.

**SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS.** A balloon payment is a scheduled payment that is larger than the amount of the monthly payments. If you do not pay the balloon payment, we will charge you a late fee. If you do not pay the balloon payment, we will charge you a late fee.

**YOUR OTHER PROVISIONS TO US**

**HOW WE EXAMINE THE VEHICLE.** We will not sell or lease the vehicle until we have examined it. We will not sell or lease the vehicle until we have examined it. We will not sell or lease the vehicle until we have examined it.

**SECURITY INTEREST.** We have a security interest in the vehicle. We have a security interest in the vehicle. We have a security interest in the vehicle.

**ACCELERATION TO KEEP VEHICLE INSURED.** We agree to have physical damage coverage on the vehicle. We agree to have physical damage coverage on the vehicle. We agree to have physical damage coverage on the vehicle.

**KEEP THE VEHICLE INSURED.** You must keep the vehicle insured. You must keep the vehicle insured. You must keep the vehicle insured.

**PHYSICAL DAMAGE INSURANCE PROVISIONS.** We may have physical damage insurance on the vehicle. We may have physical damage insurance on the vehicle. We may have physical damage insurance on the vehicle.

**RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHANGES**

**APPLICATION OF CREDITS.** Any credit for unearned premium will apply to your payments on the Finance Charge. Any credit for unearned premium will apply to your payments on the Finance Charge. Any credit for unearned premium will apply to your payments on the Finance Charge.

**IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

**LET'S CHARGE.** We will charge you a late fee. We will charge you a late fee. We will charge you a late fee.

**DEFAULT.** We will be a default if you do not pay us by the date that we tell you to pay. We will be a default if you do not pay us by the date that we tell you to pay.

**OUR RIGHT TO DEMAND PAYMENT IN FULL.** If you do not pay us by the date that we tell you to pay, we will demand payment in full. If you do not pay us by the date that we tell you to pay, we will demand payment in full.

**REPOSSESSION.** If you do not pay us by the date that we tell you to pay, we will repossess the vehicle. If you do not pay us by the date that we tell you to pay, we will repossess the vehicle.

**YOUR RIGHT TO REDEEM.** If you do not pay us by the date that we tell you to pay, you will have the right to redeem the vehicle. If you do not pay us by the date that we tell you to pay, you will have the right to redeem the vehicle.

**DEPOSITION OF THE VEHICLE.** If you do not pay us by the date that we tell you to pay, we will take possession of the vehicle. If you do not pay us by the date that we tell you to pay, we will take possession of the vehicle.

**COLLECTION COSTS.** If we have an attorney who is not our employee to enforce the contract, you will pay reasonable attorney's fees and court costs. If we have an attorney who is not our employee to enforce the contract, you will pay reasonable attorney's fees and court costs.

**CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS.** We may cancel optional insurance and service contracts. We may cancel optional insurance and service contracts. We may cancel optional insurance and service contracts.

**INTERPLEUR AND ESTERMINITY CLAUSE.** The contract contains an interpleur and esternity clause. The contract contains an interpleur and esternity clause. The contract contains an interpleur and esternity clause.

**LEGAL LIMITATIONS ON OUR RIGHTS.** We do not waive our rights under this contract. We do not waive our rights under this contract. We do not waive our rights under this contract.

**SELLER'S DECLARATION OF WARRANTIES.** We make the seller's declaration of warranties. We make the seller's declaration of warranties. We make the seller's declaration of warranties.

**APPLICABLE LAW.** Federal law shall apply to this contract. Federal law shall apply to this contract. Federal law shall apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

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# STATE OF LOUISIANA

## CERTIFICATE OF TITLE

VIN 5TFRT54138XD17408				TITLE NUMBER K4822743		DATE ISSUED 12/29/2008	
MAKE TOYT	MODEL	BODY PK	COLOR WHI/	YR 2008	DATE ACQUIRED 12/03/2008	ODOMETER 53	N/U N

\* \* MAIL TO \* \*

TOYOTA MOTOR CREDIT CORP

PO BOX 105386  
ATLANTA GA 30348

\* \* OWNER \* \*  
AXIS ON SHORE LP

1520 MURRAY DR  
VIDALIA LA 71373

1L		

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

LIEN	DATE
	12/19/2008
TOYOTA MOTOR CREDIT CORP	
PO BOX 105386	
ATLANTA	GA 30348

First Lien Released \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative

Second Lien Released \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative

The undersigned as Vehicle Commissioner of the State of Louisiana certifies that the applicant named herein has been duly registered in this office as owner of the motor vehicle described, pursuant to the laws of the State of Louisiana, subject to the mortgages and circumstances, if any, herein set forth.

In witness whereof, I have affixed my signature at Baton Rouge.

*Key Hodges*



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FORM 4037 6 946

31427835

DPSMV 1563 (R7/07)

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT.

KEEP IN SAFE PLACE

ILPO 704		PAYOFF	AXIS ON SHORE L		06-01-10
19,706.18	LOAN BALANCE	25,148.29	ORG NOTE	12-17-13	MATURITY
193.76	INT OWING	.00	INTEREST LOST	00-00-00	INT DUE
62.85-	INT ADJ	3	TYPE	05-17-10	PRIN DUE
.00	INS OWING	2	CALC METHOD	00-00-00	HOLD
.00	INS ADJ	8	RECOVERY		0 NO REN
.00	INS REBATE	42284	DEALER		0 NO EXT
.00	LATE CHARGES		QUOTED TO		QUOTED BY
.00	OTHER CHARGES		RATE	DATE	DYS
.00	MISC FEES	1	9.70000	12-03-08	12- 5.2369
LAST TRAN 04-24-10 30A	532.77	2			
19,837.09	PAY-OFF AFL I DLR I TMK I	3			
	TOT-PDM	5.2369	***** INSURANCE POLICIES *****		
***** TODAY S ACTIVITY *****			C R	START	EXPIRE PREM/RTE REB/OWE
.00	PRINCIPAL				
.00	OTHER				
62.85-	INT ADJ	PRIV IN			
.00	INS ADJ				
.00	MIN INTEREST				
19,837.09	** PAY-OFF **				
	TOT-PDM	5.2369			
REM1 5TFRT54138X017408 08 TUNDRA		REM2			

**NADA Official Used Car Guide**  
**Wednesday, June 02, 2010**

**Vehicle Summary NADA Values**

**Region:** Southwestern - May 2010      **Reference #:**  
**Vehicle Description:** 2008 TOYOTA      **VIN:** 5TFRT54138X017408  
 Tundra Double Cab-V8  
 Base 2WD  
**MSRP:** \$24,860      **Weight:** 5,090  
**Mileage:** 21,250

	<u>Rough</u> <u>Trade-In</u>	<u>Average</u> <u>Trade-In</u>	<u>Clean</u> <u>Trade-In</u>	<u>Clean</u> <u>Loan</u>	<u>Clean</u> <u>Retail</u>
<b>Base Value</b>	\$14,750	\$16,300	\$17,575	\$15,825	\$21,125
<b>Optional Equipment</b>					
<b>Option Total</b>	\$0	\$0	\$0	\$0	\$0
<b>Mileage Adjustment</b>	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175
<hr/>					
<b>Total NADA Official Used Car Guide Values</b>	\$15,925	\$17,475	\$18,750	\$17,000	\$22,300

NADA assumes no responsibility or liability for any errors or omissions  
 or any revisions or additions made by anyone on this report.  
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 NADA Used Car Guide, NADASC.

## Northern District of Texas Claims Register

10-33569-sgj11 Axis Onshore, LP

**Judge:** Stacey G. Jernigan      **Chapter:** 11  
**Office:** Dallas      **Last Date to file claims:** 07/28/2010  
**Trustee:**      **Last Date to file (Govt):**

<i>Creditor:</i> (13310278) Toyota Motor Credit Corporation 5005 North River Blvd., N.E. Cedar Rapids, IA 52411-6634	<b>Claim No: 2</b> <i>Original Filed</i> Date: 06/09/2010 <i>Original Entered</i> Date: 06/09/2010	<i>Status:</i> Filed by: CR Entered by: Martinson, Brittny Modified:
Secured claimed: \$19837.09 <b>Total claimed: \$19837.09</b>		
<i>History:</i> <b>Details</b> 2-1    06/09/2010 Claim #2 filed by Toyota Motor Credit Corporation, total amount claimed: \$19837.09 (Martinson, Brittny )		
<i>Description:</i>		
<i>Remarks:</i>		

### Claims Register Summary

**Case Name:** Axis Onshore, LP  
**Case Number:** 10-33569-sgj11  
**Chapter:** 11  
**Date Filed:** 05/21/2010  
**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
<b>Unsecured</b>		
<b>Secured</b>	\$19837.09	
<b>Priority</b>		
<b>Unknown</b>		
<b>Administrative</b>		
<b>Total</b>	<b>\$19837.09</b>	<b>\$0.00</b>