

FORM B10 (Official Form 10) (12/08)

NBSC 03/26/08

<b>UNITED STATES BANKRUPTCY COURT</b> - SOUTHERN District of OHIO (COLUMBUS)		<b>PROOF OF CLAIM</b>
Name of Debtor: Triad Resources Inc		Case Number: 08-62733 Ch11
<p><b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</p>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Ford Motor Credit Company, 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 <u>notice</u> should be sent: Ford Motor Credit Company, LLC P.O. Box 537901 Livonia, MI 48153-9905  Telephone Number: 1-800-955-8532		
Name and address where <u>payment</u> should be sent (if different from above): Ford Motor Credit Company, LLC Drawer 55-953 P.O. Box 55000 Detroit, MI 48255-0953		<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.
1. Amount of Claim as of Date Case Filed: <u>\$2,347.69</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 the claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filings 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)(___).
2. Basis for Claim: <u>Car Loan</u>		
3. Last four digits of any number by which creditor identifies debtor: <u>6550</u> 3a. Debtor may have scheduled account as: _____		
4. Secured Claim  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 Property <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Describe: VIN #: 1FTNF21595EC34285  Value of Property: \$12,200.00                      Annual Interest Rate: 6.95%.  Amount of arrearage and other charges as of time case filed included in secured claim, if any: , Basis for perfection: *see attached  Amount of Secured Claim: \$12,200.00                      Amount Unsecured: \$0.00  Creditor Remarks:		
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 redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of 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.  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		Amount entitled to priority: \$ _____  * 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.
Date: January 21, 2009	Signature: The person filing this claim must sign it. Sign and print 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:  /s/ MELODY PEDINI	

RECD  
FEB 02 2009

FOR COURT USE ONLY  
**FILED**  
JAN 22 2009

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.

Triad Resources Inc  
33-00008

Buyer (and Co-Buyer) Name and Address (Required) CREDITOR (Seller Name and Address)

**Ford Credit**  
www.fordcredit.com

TRIID RESOURCES INC  
PO BOX 430  
RENO WASHINGTON OH 45773

ASTORG FORD LINCOLN MERCURY OF PKBG  
2028 7TH STREET  
PARKERSBURG

APR 20 2005

You the Buyer (and Co-Buyer if any) may buy the vehicle described below for cash or on credit. The cash price is shown below as Cash Sale Price. The credit price is shown below as Total Sale Price. By signing this contract you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
N	NA	2005 FORD	F250	1FTNF215958C34285	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Title Year of Make \$ NA Gross Allowance \$ NA Amount Owning \$ NA

To be paid by Seller  To be paid by you

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Sale Price	\$ 25786.00 (1)
2. Down Payment	\$ NA
Third Party Rebate Assigned to Creditor	\$ 3000.00
Cash Down Payment	\$ NA
Trade-In (description above)	\$ NA
Total Down Payment	\$ 3000.00 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)	\$ 22786.00 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license title & registration fees	\$ 15.00
(ii) for official fees	\$ 5.00
(iii) for taxes (not in Cash Sale Price)	\$ 1936.95
Total	\$ 1956.95
To Insurance Companies for	
Credit Life Insurance	\$ NA
Credit Disability Insurance	\$ NA
DCI FEE	\$ 50.00
To _____ for _____	\$ NA
To _____ for _____	\$ NA
To _____ for _____	\$ NA
To _____ for _____	\$ NA
To _____ for _____	\$ NA
To _____ for _____	\$ NA
Total	\$ 2886.95 (4)
5. Amount Financed (3 plus 4)	\$ 24792.95 (5)

**INSURANCE**

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit  Life Insurance Company \$ NA Insured(s) You/We want Credit Life Insurance

Buyer Signs \_\_\_\_\_

Co-Buyer Signs \_\_\_\_\_

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
6.95 %	\$ 3676.81	\$ 24792.95	\$ 28469.76	\$ 31469.76

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
40	\$ 699.12	starting May 18 2005
NA	NA	NA
NA	NA	NA

**Prepayment:** If you pay if you debit you will not have to pay a penalty.

**Late Payments:** You must pay late charge the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$15.00 whichever is less.

**Security Interest:** You are giving a security interest in the vehicle being purchased.

**Contract:** Please see this contract for additional information on security interest, nonpayment, debt, the right to require repayment of your debt full before the scheduled date and prepayment penalty.

**COMMERCIAL USE CONTRACT LATE PAYMENT:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00 whichever is less.

**BALLOON CONTRACT PROVISIONS**

Your last installment payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**

If the box directly above is checked, this section Paragraph B and Paragraph C of the contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B you must pay the Creditor \$0 NA per mile for each mile in excess of NA miles shown on the odometer.

If any scheduled payment is at least twice as large as the smallest of all earlier scheduled payments that larger payment is a balloon payment. In addition, one of the boxes below should be checked.

**THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS**

AN INSTALLMENT OF \$ \_\_\_\_\_ WILL BE DUE ON \_\_\_\_\_

LARGER INSTALLMENTS WILL BE DUE AS FOLLOWS

\$ \_\_\_\_\_ ON \_\_\_\_\_

\$ \_\_\_\_\_ ON \_\_\_\_\_

**OTHER OPTIONAL INSURANCE**

Coverage and Insurance Company	Premium and Term in Months
	\$ NA

By \_\_\_\_\_

Buyer Signs \_\_\_\_\_

Co-Buyer Signs \_\_\_\_\_

Debt Cancellation Waiver Addendum (Optional)

If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the itemization of amount financed under section 4.

Buyer Signs \_\_\_\_\_

Any change in this contract must be in writing and signed by you and the Creditor.

Triid Resources Inc by \_\_\_\_\_ Co-Buyer X

Buyer Signs \_\_\_\_\_

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

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

**NOTICE TO THE BUYER**

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

This sale is not contingent upon financing on terms which are satisfactory to the parties.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Triid Resources Inc by \_\_\_\_\_ Co-Buyer X

Buyer Signs \_\_\_\_\_

Seller ASTORG FORD LINCOLN MERCURY X \_\_\_\_\_ This Bus Mgr

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT

**ASSIGNMENT**

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below the Seller assigns this contract to FORD MOTOR CREDIT COMPANY ("Assignee"). To contact Assignee about this contract, call 1-800-927-7888 or visit their website at www.fordcredit.com.

Seller ASTORG FORD LINCOLN MERCURY X \_\_\_\_\_ This Bus Mgr

# OHIO CERTIFICATE

REGISTRATION  
PRESIDENT

WASHINGTON  
WASHINGTON

## STATE OF OHIO

ORIGINAL

### No. 84 0050 4909

ISSUE DATE  
05/04/2005

IDENTIFICATION NUMBER  
**1FTNF21595EC34285**

YEAR	MAKE	MAKE DESCRIPTION
2005	FORD	FORD
BODY TYPE	MODEL	MODEL DESCRIPTION
PT	F2S	SRW SUPER DUTY
RELEASE	EVIDENCE	
226	WV MCO - OUT OF STATE	

PURCHASE PRICE  
**\$25,786 00**

DATE  
**\$1,933 85**  
LESS  
**ACTUAL**

BRAND  
NAME  
TRIAD RESOURCES INC  
PO BOX 430 ST RT 7  
RENC, OH 45773

RESELLER  
ASTORG MOTOR COMPANY  
2022 7TH STREET  
PARKERSBURG WV 26101

FIRST USER  
DATE OF JURY  
FORD MOTOR CREDIT CO 05/04/2005

PO BOX 105704  
ATLANTA GA 30348-5704

LIEN DISCHARGE

Lienholder \_\_\_\_\_

by \_\_\_\_\_ date \_\_\_\_\_

Authorized signature

CLERK OF COURTS LIEN CANCELLATION

by \_\_\_\_\_ date \_\_\_\_\_

Deputy Clerk

LIEN DISCHARGE

Lienholder \_\_\_\_\_

by \_\_\_\_\_ date \_\_\_\_\_

Authorized signature

CLERK OF COURTS LIEN CANCELLATION

by \_\_\_\_\_ date \_\_\_\_\_

Deputy Clerk

WITNESS MY HAND AND OFFICIAL SEAL THIS 4th DAY OF MAY, 2005  
**7.060741349** (SEAL)



**7.060741349**

*Judy*

JUDY R. VAN D...  
CLERK OF COURTS  
COUNTY OF WASHINGTON

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

# Southern District of Ohio Claims Register

## 2:08-bk-62733 Triad Resources, Inc.

**Judge** C Kathryn Preston      **Chapter:** 11  
**Office** Columbus                      **Last Date to file claims:** 05/25/2009  
**Trustee:**                                      **Last Date to file (Govt):**

<i>Creditor</i> (11999942) Ford Motor Credit Company LLC Drawer 55-953 P O Box 55000 Detroit MI 48255-0953	<b>Claim No 8</b> <i>Original Filed</i> Date 01/22/2009 <i>Original Entered</i> Date 01/22/2009	<i>Status</i> Filed by CR Entered by ^Pedini, Melody Modified
Secured claimed \$2347 69 <b>Total claimed \$2347 69</b>		
<i>History</i> <b>Details</b> 8-1    01/22/2009 Claim #8 filed by Ford Motor Credit Company LLC, total amount claimed \$2347 69 (^Pedini, Melody )		
<i>Description</i>		
<i>Remarks</i>		

### Claims Register Summary