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Attorneys for Creditor **Toyota Motor Credit Corp. and Toyota Lease Trust**

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In re:) Case No. 13-41437-JDP
) Chapter 11
WALKER LAND & CATTLE, LLC,)
) STIPULATION FOR PLAN
Debtor.) TREATMENT

TO: THE CLERK OF THE ABOVE-ENTITLED COURT, THE TRUSTEE, THE DEBTOR AND THE DEBTOR'S ATTORNEYS OF RECORD:

COMES NOW, secured creditor **Toyota Motor Credit Corp. (hereinafter "TMCC")** and **Toyota Lease Trust (hereinafter "TLT")**, and the Debtor and by and through their respective Counsel of record and hereby Stipulate and agree as follows:

1) Prior to filing its Chapter 11 Bankruptcy Petition the Debtor, WALKER LAND & CATTLE, LLC (hereinafter referred to as "Walker"), entered into the following with TMCC and TLT:

- a) i. On February 18, 2013, TMCC entered into a Retail Installment Sale Contract Simple Finance Charge (hereinafter "Contract") with Walker covering the purchase of a 2013 Toyota Tundra CrewMax Limited 4WD, VIN

5TFHY5F11DX281537, along with all its accessories.

ii. Walker is in default in payments to TMCC per the terms of such contract agreement. TMCC has filed its secured claim in this regard (Claim 6-1).

iii. There is currently due, owing and unpaid upon the Contract, the sum of \$25,863.24, with interest accruing thereafter at the rate of 6.25%. The Debtor was in arrears per the Contract, as of the date of the Bankruptcy filing, in the sum of \$2,078.58, not including late fees.

b) i. On February 18, 2013, TLT entered into a Closed End Motor Vehicle Lease Agreement (hereinafter "Contract") with Walker covering the lease of a *2013 Toyota Tundra CrewMax SR5 4WD, VIN 5TFDY5F16DX287946, along with all its accessories.* TLT has filed its Proof of Claim in this regard (Claim 4-1).

ii. As of the date of Walker filing Bankruptcy, there was unpaid upon the Lease Agreement, the sum of \$10,938.90. Walker is currently in default per the Lease Contract Agreement.

c) i. On February 18, 2013, TLT entered into a Closed End Motor Vehicle Lease Agreement (hereinafter "Contract") with Walker covering the lease of a *2013 Toyota Tundra CrewMax SR5 4WD, VIN 5TFDY5F17DX288989, along with all its accessories.* TLT has filed its Proof of Claim in this regard (Claim 3-1).

ii. As of the date of Walker filing Bankruptcy, there was unpaid upon the Contract, the sum of \$11,112.36. Walker is currently in default per the Lease Contract Agreement.

d) i. On January 2, 2009, TMCC entered into a Retail Installment Sale Contract Simple Finance Charge (hereinafter "Contract") with Walker covering the purchase of

a 2008 Toyota Sequoia VIN 5TDBY67A78S022010, along with all its accessories.

ii. Walker is in default in payments to TMCC per the terms of such contract agreement. TMCC has filed its secured claim in this regard (Claim 5-1).

2. Pending confirmation and as Plan Treatment with respect to Retail Installment Sale Contract Simple Finance Charge number xxxxxxxx5867 (Claim 6-1), Walker shall pay TMCC the sum of \$237.00 per month commencing the later of July 15, 2014 or court approval of this stipulation with payments continuing monthly on the 15th of each month thereafter until balance owed is paid in full. Simple interest shall accrue on the unpaid balance at the rate of 5.0% a.p.r.

3. Pending confirmation and as Plan Treatment with respect to Closed End Motor Vehicle Lease Agreement number xxxxxxxx6300 (Claim 4-1), the lease shall be assumed and Walker shall pay the sum of \$271.00 per month commencing the later of July 15, 2014 or court approval of this stipulation with payments continuing monthly on the 15th of each month thereafter until lease maturity. Lease maturity shall be extended an additional eight (8) months to October 16, 2015.

4. Pending confirmation and as Plan Treatment with respect to Closed End Motor Vehicle Lease Agreement number xxxxxxxx6178 (Claim 3-1), the lease shall be assumed and Walker shall pay the sum of \$271.00 per month commencing the later of July 15, 2014 or court approval of this stipulation with payments continuing monthly on the 15th of each month thereafter until lease maturity. Lease maturity shall be extended an additional eight (8) months to October 16, 2015.

5. Pending confirmation and as Plan Treatment with respect to Retail Installment Sale Contract Simple Finance Charge number xxxxxxxx845 (Claim 5-1), Walker shall pay

TMCC the sum of \$180.00 per month commencing the later of July 15, 2014 or court approval of this stipulation with payments continuing monthly on the 15th of each month thereafter until balance owed is paid in full. Simple interest shall accrue on the unpaid balance at the rate of 5.0% a.p.r.

6. Toyota Motor Credit Corp. and Toyota Lease Trust and Walker further stipulate that in the event of a default in performance of the terms and conditions of this Stipulation or any of the underlying provisions of the Retail Installment Sale Contract Simple Finance Charge or Closed End Motor Vehicle Lease Agreements referenced in this Stipulation then and in that event Toyota Motor Credit Corp. and/or Toyota Lease Trust shall be entitled to entry of the Court's Order granting it Relief from the Automatic Bankruptcy Stay without further notice or hearing provided however that Walker and its attorney of record be given written notice of such default and a period of ten (10) days within which to cure any such default.

7. The terms of this Stipulation for Plan Treatment shall be deemed revoked in the event of a subsequent bankruptcy conversion or dismissal. Further, this Stipulation shall not be considered an amendment to the existing Retail Installment Sales Contract or Closed End Motor Vehicle Leases referenced in this stipulation.

8. The Stipulation incorporates the Bankruptcy Proofs of Claim previously filed in this matter as referenced above.


9. Walker hereby agrees to incorporate the foregoing modified plan treatment in its Plan of Reorganization and any and all amendments thereto.

10. TMCC and TLT hereby agree to consent to the terms and conditions of Walker's Plan of Organization incorporating the foregoing modified plan treatment.

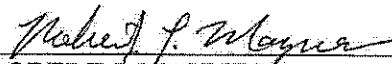
11. The parties expressly acknowledge that this Stipulation is dependent on Court approval as part of Walker's Chapter 11 bankruptcy.

12. The Bankruptcy Court for the District of Idaho shall have and retain jurisdiction over the parties, the subject matter of this Stipulation, any order approving the same and for the purposes of resolving any dispute relating to the rights and duties of the Parties specified hereunder.

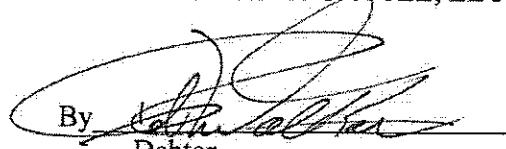
DATED this 29 day of July, 2014.
WILSON & McCOLL

By 
JEFFREY M. WILSON
Attorney for Toyota Motor Credit Corp. and Toyota Lease Trust

DATED this 29th day of July, 2014.
MAYNES TAGGART, PLLC

By 
ROBERT J. MAYNES
Attorney for Debtor

DATED this 29th day of July, 2014.
WALKER LAND & CATTLE, LLC

By 
Debtor

CERTIFICATE OF MAILING

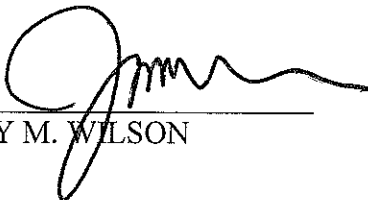
I HEREBY CERTIFY that on the 29 day of July, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent a Notice of Electronic Filing to the following persons:

Robert J. Maynes
Attorney for Debtor

U.S. Trustee

And, I hereby certify that I have mailed by United States Postal Service the foregoing documents to the following non-CM/ECF Registered Participants:

Walker Land & Cattle, LLC
1070 Riverwalk Drive, Suite 200
Idaho Falls, Idaho 83402



JEFFREY M. WILSON