

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/11/2009
 900140690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MORTGAGE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Body Masters Sports Industries, Inc.		04/01/2009	CORPORATION LOUISIANA
RECEIVING PARTY DATA			
Name:	Rayne Properties, L.L.C.		
Street Address:	2727 S.E. Evangeline Thruway		
City:	Lafayette		
State/Country:	LOUISIANA		
Postal Code:	70508		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1654412	BODY MASTERS	
Registration Number:	2777780	BASIX	
CORRESPONDENCE DATA			
Fax Number:	(504)582-1121		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	wsharples@gordonarata.com		
Correspondent Name:	Weston W. Sharples		
Address Line 1:	201 St. Charles Ave.		
Address Line 2:	40th Floor		
Address Line 4:	New Orleans, LOUISIANA 70170		
NAME OF SUBMITTER:	Weston W. Sharples		
Signature:	/Weston W. Sharples/		
Date:	08/11/2009		

OP \$65.00 1654412

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WESTON W. SHARPLES COMPANY; 201 ST. CHARLES AVE.

Total Attachments: 65

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WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

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O:WESTON W. SHARPLES COMPANY:201 ST. CHARLES AVE.

0200910105 Rayne Properties, Llc Vs Body Masters Sports Industries Inc.

The foregoing and hereunto attached writ of SEIZURE & SALE was received in my office on 01/29/09, and on the 19 day of February 2009, in execution thereof, I proceeded to seize and take into my possession the following described property of the defendant, situated within the Parish of Acadia, Louisiana, to-wit:

(SEE ATTACHED PROPERTY DESCRIPTION)

After having appointed RAYNE PROPERTIES, LLC as Sheriff's keeper of the afore-described property, on the 19 day of February, 2009, I caused written notice of said seizure to be served upon the defendant, setting forth substantially that I had seized said property as aforesaid, that after the delays prescribed by law, I would advertise the sale to take place at the principal front door of the Courthouse, Crowley, Acadia Parish, Louisiana commencing on Wednesday, the 01 day of April, 2009, at 10:00 o'clock a.m., for cash; and further summoning the said defendant to attend the sale at said time and place, to name an appraiser by 03/25/09; and to meet the appraiser of the plaintiff at the above designated place, at 9:00 o'clock a.m. on 03/27/09, to estimate the value of property seized.

On 02/26/09 and 03/27/09, I caused the sale of said property to be advertised in the English Language in the Crowley Post Signal a newspaper published daily except Saturday & Monday at Crowley, Louisiana and having a general circulation in the Parish of Acadia, which advertisement appeared in the issues of said newspaper for a period of more than 10/30 days, exclusive of the delays prescribed by law, giving public notice of said seizure and of my purpose to sell said property at the time and place

designated in the aforesaid notice of seizure; as all of which will more fully be made to appear by reference to the written appointment of said Sheriff's keeper and his acceptance thereof endorsed on the reverse side of said document, the aforesaid notice of seizure and to appoint an appraiser, together with return showing service thereof endorsed on the reverse side thereof, and the clipping of said advertisement from said newspaper, all hereunto annexed, made part hereof, and marked "A", "B" and "C" respectively.

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IMMOVABLE PROPERTY

- (a) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Fifty-six (56) to the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (b) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, lying immediately South of and adjoining Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of said Block Fifty-six (56), 240 feet to a point; thence running in a southerly direction along the West boundary of public street, 220 feet; thence running West, 240 feet to a point; thence running North 220 feet to the point of beginning; said property measuring 240 feet running East and West by 220 feet running North and South, more or less, bounded on the North by Block No. Fifty-six (56) of the Cunningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George K. Bradford, on the East by abandoned right of way of Texas and Pacific Railroad and on the West by property of Cline Children Class Trust.
- (c) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, and fronting 60 feet on the South side of East Texas Avenue (Highway 90) by a depth between equal and parallel lines of 120 feet; said property being further described as beginning at the Northeast corner of Lot Six (6) of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of East Texas Avenue (Highway 90) 60.0 feet, more or less, to the Northwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running South along the West boundary of Lot One (1) of Block Fifty-six (56) of the Cunningham Division, 120 feet to the Southwest corner of said Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running West 60.0 feet, more or less, to the Southeast corner of Lot Six (6) of Block Fifty-five (55) to the Cunningham Division; thence running North along the East boundary of said Lot Six (6) of Block Fifty-five (55) of the Cunningham Division, 120.0 feet to the point of beginning.
- (d) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East half of Lot Three (3) and all of Lots Four (4), Five (5), and Six (6) all located in Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (e) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2), and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.

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- (f) That certain tract or parcel of ground, together with all buildings and improvements situated thereon located immediately South of and adjoining Lots Five (5) and Six (6) of Block Fifty-five (55) the Cunningham Division to the City of Rayne, Louisiana, and being described as measuring 130 feet by 220 feet, more or less, fronting 130 feet on East South First Street, running bank between parallel lines, a distance of 220 feet, more or less, said property being further described as beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence running in a Southerly direction along the west boundary of that certain 240 foot by 225 foot parcel of ground acquired by Robert T. Cline, et ux, from Rayne Plant, Inc. through Robert P. Brenham, Bankruptcy Trustee, by deed dated January 19, 1985, recorded in Conveyance book Q-43, at page 625, Original Act No. 516286, records of Acadia Parish, Louisiana, to the Southwest corner thereof; thence running in a Westerly direction, 130.0 feet to a point; thence running in a Northerly direction along the East boundary of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana, 220 feet, more or less, to a point along the South boundary of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana; thence running in an Easterly direction, 130 feet to the point of beginning.
- (g) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana; said property being bounded on the North by Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana, and McGown Street, South by East South First Street and Lot Four (4) of Block Two (2) of the Bradford Addition, East by M. Constantin and West by the remainder of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana.
- (h) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of Lot One (1) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (i) That certain lot or parcel of ground together with all buildings and improvements situated thereon being a portion of Lot Two (2) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, and more fully described as beginning at the Northwest corner of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence from said point of beginning running East along the North boundary of Lot Two (2) of Block Two (2) of the Cunningham Addition, 18.30 feet to a point; thence running South along the West boundary line of property owned by Elvia Daigle, 79 feet to a point; thence running East along the South boundary line of property owned by Elvia Daigle, 21.70 feet, more or less, to the East boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence running South along the East boundary line of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 41 feet to the Southeast corner of said Lot Two (2); thence running West along the South boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 40 feet to the Southwest corner of said Lot Two (2); thence running North along the West boundary line of said Lot Two (2), 120 feet to the point of beginning.

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- (j) Those certain lots or parcels of ground together with all buildings and improvements situated thereon known and described as being the West 59.60 feet of the South 32 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (k) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being the West 51 feet of the North 21 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana. Said property being further shown on that certain plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.
- (l) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of the West 59.6 feet of Lot Nine (9) of Block Two (2) of the Cunningham Addition of the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 545907, records of Acadia Parish, Louisiana.
- (m) Those certain lots or parcels of ground together with all buildings and improvements situated thereon being a portion of Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana; said property being further described as beginning at the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Louisiana; thence from said point of beginning running East along the North boundary of said Lot Eleven (11), 59.60 feet to a point; thence running South 88 degrees 05 minutes West, 30.70 feet to a point; thence running North 88 degrees 00 minutes West, 59.60 feet to a point; thence running North 02 degrees 02 minutes East, 30.0 feet, more or less, to the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana. Said property being further shown on that plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.

Together with any and all present and future building(s), constructions, component parts, improvements, attachments appurtenances, fixtures, rights, ways, privileges, advantages, bature, and bature rights, servitudes and easements of every type and description, now and/or in the future relating to the mortgaged property, and any and all items and fixtures attached to and/or forming integral or component parts of the mortgaged property in accordance with the Louisiana Civil Code.

The real property or its address is commonly known as 200 & 700 East Texas Street, Rayne, Louisiana 70578.

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- (a) Any and all of Debtor's present and future inventory (including consigned inventory), related equipment, goods, merchandise and other items of personal property, no matter where located, of every type and description, including without limitation any and all of Debtor's present and future raw materials, components, work-in-process, finished items, packing and shipping materials, containers, items held for sale, items held for lease, items for which Debtor is lessor, goods to be furnished under contract for services, materials used or consumed in Debtor's business, whether held by Debtor or by others, and all documents of title, warehouse receipts, bills of lading, and other documents of every type covering all or any part of the foregoing, and any and all additions thereto and substitutions or replacements thereof, and all accessories, attachments, and accessions thereto, whether added now or later, and all products and proceeds derived or to be derived therefrom, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Debtor to collect or enforce payment thereof, as well as to enforce any guarantees of the foregoing and security therefor, and all of Debtor's present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, including without limitation, Debtor's books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto. Inventory includes inventory temporarily out of Debtor's possession or custody and all returns on accounts, chattel paper and instruments.
- (b) Any and all of Debtor's present and future accounts, accounts receivable, other receivables, contract rights, instruments, documents, notes, and all other similar obligations and indebtedness that may now and in the future be owed to or held by Debtor from whatever source arising, and all monies and proceeds payable thereunder, and all of Debtor's rights and remedies to collect and enforce payment and performance thereof, as well as to enforce any guarantees of the foregoing and security therefor, and all of Debtor's present and future rights, title and interest in and with respect to the goods, services, and other property that may give rise to or that may secure any of the foregoing, including without limitation Debtor's insurance rights with regard thereto, and all present and future general intangibles of Debtor in any way related or pertaining to any of the foregoing, including without limitation Debtor's account ledgers, books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto.
- (c) Any and all of Debtor's now owned and hereafter acquired equipment, machinery, furniture, furnishings and fixtures of every type and description, and all accessories, attachments, accessions, substitutions, replacements and additions thereto, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any equipment purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing, any rights of Debtor to collect or enforce payment thereof as well as to enforce any guarantees of the foregoing and security therefor, and all present and future general intangibles of Debtor in any way related or pertaining to the ownership, operation, or use of the foregoing, and any

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rights of Debtor with regard thereto. The foregoing includes, but is not limited to, the following:

Description	Model #	Serial #
1. Mazak Quick Turn - 20	TN-20	122225
2. James Lamson Lathe (Turnet)	7-A	201792
3. Mazak Lathe (Yamazaki)	870	81327
4. Warner & Swacay Lathe	SBL400	20259
5. C&C Plasma Torch W/CNC		
6. Controls & Starter Box		
7. HAAS VF 3 (Vrt. Milling) w/Pallet System	SN15936	
8. HAAS SL30T W/Servo Bar	62181	73
9. HAAS Vertical Machine W/ Chip Conveyor System, Cooling System		
10. Spindle & Tank	VF3APC	
11. SMW Pallet System	250-SL-10050	
12. (2) T-Slotted Pallets for SUS-250-S		
13. Pallet Transfer Cart		
14. (2) Pallet Storage Racks		
15. Flexam Tapping Arm (TA01)	DL052B-44	4171B93
16. EX Cell O Tap Arm (TA03)	440V	7510226
17. Legum-1100 Anilam Mill (ML02)	FTV-2	902230064-5
18. Supermax Milling Machine (Scrap)	ML06 H-4-A	85-0415631
19. Darts Auto Drill Sharpener		
20. (15) Lincoln Welders	V-300	
21. Morrison Keyseater (KBD1)	419024-LS	K682121
22. Hyster-60 (FL1) (Poor Condition)	6-Ton	4890631
23. Hyster-60 (FL2)		
24. Hyster 80 XL-2		
25. GEKA (PU02) Hydrotop Iron Worker	HYD-70	6157
26. Paint Baking Devilbiss Oven (OV02)	GD-506	76-6982A
27. Finishing Oven - New England (OV03)	WALK-IN	3464
28. (2) Machblast Blasting Booth System w/Filter & Dust Collector	#6	
29. Heather & Palnt Gun System		
30. Nordson Powder Coat System		
31. Misc. Office Furniture		
32. (17) Computers		
33. (2) New England Cranes (C01)	5 Ton	
34. P & H Zip Lift	2 Ton	
35. Overhead Crane (C04)-New England	3 Ton	
36. Ecopak Press (PR01)	6 DT	
37. ACU-Press (PR02)	75T	
38. Pipe Bender		
39. Cam Bender (PR07)		
40. (2) Edelstad Drill Press	DC 50	14143
41. Delta Band Saw	SA 13	
42. Archdale Radial Arm Drill	8100-266000	18
43. Leland & Gifford Multi-Head Drill - 4H 225P		
44. Leland & Gifford Multi-Head Drill - 4H 9T51B8		10313
45. Leland & Gifford Multi-Head Drill - 4H 5K226A929		10123
46. Dust Collectors (Blasting Equipment)		
47. Down Flo Collector W/Electrical Panel		DFT4-16
48. Eastmap Edge Machine	SK580	P9201
49. Nordson Air Dryer	R30A	60884G4A23
50. (2) Craftsman Band Saws (S10)	113-243311	7191-P0012
51. Kal. Tembeck Saw (SA01)	KKS406DRNA	110082
52. Hyde-Mech Band Saw (SA03)	H16	B1093018
53. Hyde-Mech Saw (SA040)	S-208	41194331
54. Jet Band Saw (SA06)	JBS18	436356
55. Delta Radial Arm Saw (SA07)		86CD6335
56. Rockwell Band Saw (SA08)		
57. Pneumatic Table Saw (SA09)		
58. (3) Consew Sewing Machines	H2264D4637	
59. Rockwell Bank Saw (SA08)		
60. End Finishing Machine	660-50	66050-PY88332
61. Guide Rod (DR01) Bench Grinder		
62. Bench Grinder (GR02)		
63. Ingersoll Rand	EP-1008	Q7308-488B
64. Ingersoll Rand	SSK2008-1-A0B13	2313QU79B
65. Ingersoll Rand	CK219BU99189	

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- (d) All general intangibles, choses in action and causes of action and all other intangible personal property and rights of Debtor of every nature and kind, now owned or hereafter acquired, including without limitation, corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trade marks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, insurance proceeds, including without limitation insurance covering the lives of key employees on which Debtor is beneficiary, and any letter of credit, guaranty, claim, security interest, or other security held or granted to Debtor to secure payment of any indebtedness. The foregoing includes, but is not limited to, the following:

1. Trademark - Body Masters - Serial No. 73770891
2. Trademark - Master Plan Turkey Fitness Programs - Serial No. 76071348
3. Trademark - Barix - Serial No. 76478052
4. Trademark - Body Masters - Serial No. 78372436

- (e) Any and all of Debtor's now owned or hereafter acquired fixtures and other real estate related goods, furnishings and accessories, and all attachments, accessions, substitutions, replacements and additions thereto or therefor, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any fixtures purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale lease or other disposition of any of the foregoing.

Collateral shall also include any and all present or future parts, accessories, attachments, additions, accessions, substitutions and replacements to and for the collateral. The word Collateral further includes any and all of Debtor's present and future rights to any proceeds derived or to be derived from the sale, lease, damage, destruction, insurance loss, expropriation, and other disposition of the collateral, including without limitation, any and all of Debtor's rights to enforce collection and payment of such proceeds.

Fixtures are and will be located on 200 & 700 East Texas Street, Rayac, Acadia Parish, Louisiana.

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No: 0200910105

On 03/27/09, I caused the afore-described property to be appraised by FRANK S. BROWN on behalf of the plaintiff, and RYNESS LEBLANC, JR. on behalf of the defendant, who, after having been by me duly sworn according to law, valued the same at the price of \$2265000.00 as appears by reference to their process-verbal of appraisal hereunto annexed, made part hereof, and marked "D".

The hour of 10:00 o'clock a.m., having arrived on said day of sale, I repaired to the place herein-above designated for the sale of property and in the presence of the bystanders there assembled, read in a loud and audible tone of voice the following specified documents, in the order following, to-wit: 1st, the foregoing writ of SEIZURE & SALE, 2nd, the foresaid newspaper advertisement of sale; 3rd, the mortgage certificate this day furnished me by the Clerk of Court and ex-Officio Recorder, in and for the Parish of Acadia, Louisiana, showing fourteen (14) encumbrances bearing on said property; which certificate is hereunto annexed, made part hereof and marked "g".

And in pursuance of the requirement of Article 679 of the Code of Practice, before commencing the crying of the afore-described property for sale, I announced to the bystanders, in a loud and audible tone of voice, that said property would be sold subject to all privileges and hypothecations of whatsoever kind they may be, with which same is burdened, and with the condition that the purchaser should pay in my hands whatever portion of the price for which the property should be adjudicated which might exceed the amount of the privileges and special mortgages to which said property is subject.

On the terms and conditions aforesaid, I proposed that a bid should be made for afore-described property, and began crying out the same for sale in a loud and audible tone of voice, when after so crying said property for a sufficient length of time, I adjudicated said property to Rayne Properties, L.L.C., I.D.# 26-3897235 domiciled at Lafayette Parish, Louisiana, for the sum of \$993755.00. The said bid being the last and highest by me received and the said purchaser paid into my hands the sum of \$38868.45 representing Court Cost which was distributed by me as follows;

Price of adjudication -----	\$993755.00
Sheriff's Cost -----	\$792.80
Sheriff's Commission --	34312.65
Clerk's Cost -----	\$2416.50
Crowley Post Signal ---	\$761.50
Appraisal Cost -----	\$500.00
Keeper -----	
Storage -----	
Parish Taxes -----	
City Taxes -----	
Notary Fee -----	\$50.00
Sheriff-Lafayette --	\$35.00
	\$38868.45

Leaving a balance in the amount of \$954886.55 to apply to the writ, which writ was returned not satisfied.

PURSUANT to the authority vested in me by laws of the State of Louisiana, I hereby authorize the Clerk of Court in and for Acadia Parish, Louisiana, to erase and cancel from the records of their respective offices all the incumbrances they have on record only so far as the within described property is concerned.

The within described property is sold subject to all superior mortgages, liens or encumbrances bearing on said property,

IN TESTIMONY WHEREOF I have hereunto affixed my hand and seal of office at Crowley, Acadia Parish, Louisiana, this April 01, 2009.

Wayne Melancon, Sheriff
ACADIA PARISH, LOUISIANA
[Signature]
Deputy Sheriff

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

Rayne Properties, Llc

Vs: No: 0200910105

Body Masters Sports Industries Inc.

Fifteenth Judicial District Court
in and for the
PARISH OF ACADIA
State of Louisiana

Whereas, I, Wayne Melancon, Sheriff of the Parish of Acadia, by virtue of a writ of SEIZURE & SALE issued by order of the Honorable Fifteenth Judicial District Court in and for the Parish of Acadia, State of Louisiana in the matter of the above entitled and numbered suit and to me directed against the property of Body Masters Sports Industries Inc.

Body Masters Sports Industries Inc. the defendant in the above suit, did seize all and singular the rights, title, interest and demand of said defendant in and to the following mentioned and described property, situated within the Parish of Acadia, Louisiana, to-wit:

(SEE ATTACHED PROPERTY DESCRIPTION)

Whereas, having exposed the same to public sale for cash on WEDNESDAY the 01 day of April, 2009, within legal hours for Judicial sales, after all the requisite and legal formalities having been complied with and the terms and the conditions of the sale having been previously advertised in the English language for a period of 30 days in the Crowley Post Signal a newspaper published daily except Saturday and Monday in the City of Crowley Louisiana, and having a general circulation, in the Parish of Acadia, State of Louisiana, and the Recorder's Certificate of Mortgage bearing on said property having been read to the bystanders (which certificate is annexed to, and forms parts of my proces-verbal of the sale on file in the record of above numbered and entitled suit) and which terms and conditions having been proclaimed by me, said Sheriff, in a loud and audible tone of voice to

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

IMMOVABLE PROPERTY

- (a) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Fifty-six (56) to the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (b) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, lying immediately South of and adjoining Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of said Block Fifty-six (56), 240 feet to a point; thence running in a southerly direction along the West boundary of public street, 220 feet; thence running West, 240 feet to a point; thence running North 220 feet to the point of beginning; said property measuring 240 feet running East and West by 220 feet running North and South, more or less, bounded on the North by Block No. Fifty-six (56) of the Cunningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George K. Bradford, on the East by abandoned right of way of Texas and Pacific Railroad and on the West by property of Cline Children Class Trust.
- (c) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, and fronting 60 feet on the South side of East Texas Avenue (Highway 90) by a depth between equal and parallel lines of 120 feet; said property being further described as beginning at the Northeast corner of Lot Six (6) of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of East Texas Avenue (Highway 90) 60.0 feet, more or less, to the Northwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running South along the West boundary of Lot One (1) of Block Fifty-six (56) of the Cunningham Division, 120 feet to the Southwest corner of said Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running West 60.0 feet, more or less, to the Southeast corner of Lot Six (6) of Block Fifty-five (55) to the Cunningham Division; thence running North along the East boundary of said Lot Six (6) of Block Fifty-five (55) of the Cunningham Division, 120.0 feet to the point of beginning.
- (d) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East half of Lot Three (3) and all of Lots Four (4), Five (5), and Six (6) all located in Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (e) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2), and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

- (f) That certain tract or parcel of ground, together with all buildings and improvements situated thereon located immediately South of and adjoining Lots Five (5) and Six (6) of Block Fifty-five (55) the Cunningham Division to the City of Rayne, Louisiana, and being described as measuring 130 feet by 220 feet, more or less, fronting 130 feet on East South First Street, running bank between parallel lines, a distance of 220 feet, more or less, said property being further described as beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence running in a Southerly direction along the west boundary of that certain 240 foot by 225 foot parcel of ground acquired by Robert T. Cline, et ux, from Rayne Plane, Inc. through Robert F. Brenham, Bankruptcy Trustee, by deed dated January 19, 1985, recorded in Conveyance book Q-43, at page 625, Original Act No. 516286, records of Acadia Parish, Louisiana, to the Southwest corner thereof; thence running in a Westerly direction, 130.0 feet to a point; thence running in a Northerly direction along the East boundary of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana, 220 feet, more or less, to a point along the South boundary of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana; thence running in an Easterly direction, 130 feet to the point of beginning.
- (g) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana; said property being bounded on the North by Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana, and McGown Street, South by East South First Street and Lot Four (4) of Block Two (2) of the Bradford Addition, East by M. Constantin and West by the remainder of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana.
- (h) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of Lot One (1) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (i) That certain lot or parcel of ground together with all buildings and improvements situated thereon being a portion of Lot Two (2) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, and more fully described as beginning at the Northwest corner of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence from said point of beginning running East along the North boundary of Lot Two (2) of Block Two (2) of the Cunningham Addition, 18.30 feet to a point; thence running South along the West boundary line of property owned by Elvis Daigle, 79 feet to a point; thence running East along the South boundary line of property owned by Elvis Daigle, 21.70 feet, more or less, to the East boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence running South along the East boundary line of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 41 feet to the Southeast corner of said Lot Two (2); thence running West along the South boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 40 feet to the Southwest corner of said Lot Two (2); thence running North along the West boundary line of said Lot Two (2), 120 feet to the point of beginning.

W. WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

- (j) Those certain lots or parcels of ground together with all buildings and improvements situated thereon known and described as being the West 59.60 feet of the South 32 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (k) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being the West 51 feet of the North 21 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana. Said property being further shown on that certain plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.
- (l) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of the West 59.6 feet of Lot Nine (9) of Block Two (2) of the Cunningham Addition of the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 545907, records of Acadia Parish, Louisiana.
- (m) Those certain lots or parcels of ground together with all buildings and improvements situated thereon being a portion of Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana; said property being further described as beginning at the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Louisiana; thence from said point of beginning running East along the North boundary of said Lot Eleven (11), 59.60 feet to a point; thence running South 02 degrees 05 minutes West, 30.70 feet to a point; thence running North 88 degrees 00 minutes West, 59.60 feet to a point; thence running North 02 degrees 02 minutes East, 30.0 feet, more or less, to the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana. Said property being further shown on that plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.

Together with any and all present and future building(s), constructions, component parts, improvements, attachments appurtenances, fixtures, rights, ways, privileges, advantages, burdens, and burden rights, servitudes and easements of every type and description, now and/or in the future relating to the mortgaged property, and any and all items and fixtures attached to and/or forming integral or component parts of the mortgaged property in accordance with the Louisiana Civil Code.

The real property or its address is commonly known as 200 & 700 East Texas Street, Rayne, Louisiana 70578.

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

- (a) Any and all of Debtor's present and future inventory (including consigned inventory), related equipment, goods, merchandise and other items of personal property, no matter where located, of every type and description, including without limitation any and all of Debtor's present and future raw materials, components, work-in-process, finished items, packing and shipping materials, containers, items held for sale, items held for lease, items for which Debtor is lessor, goods to be furnished under contract for services, materials used or consumed in Debtor's business, whether held by Debtor or by others, and all documents of title, warehouse receipts, bills of lading, and other documents of every type covering all or any part of the foregoing, and any and all additions thereto and substitutions or replacements thereof, and all accessories, attachments, and accessions thereto, whether added now or later, and all products and proceeds derived or to be derived therefrom, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Debtor to collect or enforce payment thereof, as well as to enforce any guarantees of the foregoing and security therefore, and all of Debtor's present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, including without limitation, Debtor's books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto. Inventory includes inventory temporarily out of Debtor's possession or custody and all returns on accounts, chattel paper and instruments.
- (b) Any and all of Debtor's present and future accounts, accounts receivable, other receivables, contract rights, instruments, documents, notes, and all other similar obligations and indebtedness that may now and in the future be owed to or held by Debtor from whatever source arising, and all monies and proceeds payable thereunder, and all of Debtor's rights and remedies to collect and enforce payment and performance thereof, as well as to enforce any guarantees of the foregoing and security therefore, and all of Debtor's present and future rights, title and interest in and with respect to the goods, services, and other property that may give rise to or that may secure any of the foregoing, including without limitation Debtor's insurance rights with regard thereto, and all present and future general intangibles of Debtor in any way related or pertaining to any of the foregoing, including without limitation Debtor's account ledgers, books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto.
- (c) Any and all of Debtor's now owned and hereafter acquired equipment, machinery, furniture, furnishings and fixtures of every type and description, and all accessories, attachments, accessions, substitutions, replacements and additions thereto, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any equipment purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing, any rights of Debtor to collect or enforce payment thereof as well as to enforce any guarantees of the foregoing and security therefor, and all present and future general intangibles of Debtor in any way related or pertaining to the ownership, operation, or use of the foregoing, and any

O: WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

rights of Debtor with regard thereto. The foregoing includes, but is not limited to, the following:

Description	Model #	Serial #
1. Mazak Quick Turn - 20	TN-20	122225
2. Jones Latson Lathes (Turned)	7-A	201792
3. Mazak Lathe (Yamazaki)	E70	81327
4. Warner & Swasey Lathes	SBL400	20259
5. C&C Plasma Torch W/CNC		
6. Controls & Starter Box		
7. HAAS VF 3 (Vit. Milling) w/Pallet System	SN15936	
8. HAAS SL30T W/Servo Bar	62181	73
9. HAAS Vertical Machine W/ Chip Conveyor System, Cooling System		
10. Spindle & Tank	VF3APC	
11. SMW Pallet System	250-SL-10050	
12. (2) T-Slotted Pallets for SUS-250-S		
13. Pallet Transfer Cart		
14. (2) Pallet Storage Racks		
15. Fixarm Tapping Arm (TA01)	DL052B-44	4171B93
16. EX Cell O Tap Arm (TA03)	440V	7510226
17. Legum-1100 Anilam Mill (MLO2)	FTV-2	902230064-5
18. Supermax Milling Machine (Scrap)	ML06 H-4-A	85-0415631
19. Danex Auto Drill Sharpener		
20. (15) Lincoln Welders	V-300	
21. Morrison Keymaster (KED1)	419024-LS	K682121
22. Hyater-60 (FL1) (Poor Condition)	6-Ton	4890631
23. Hyater-60 (FL2)		
24. Hyater 80 XL-2		
25. GEKA (PU02) Hydrastop Iron Worker	HYD-70	6157
26. Paint Baking DeVilbiss Oven (OV02)	GO-506	76-69824
27. Finishing Oven - New England (OV03)	WALK-IN	3464
28. (2) Macblast Blasting Booth System w/filter & Dust Collector	#6	
29. Heater & Paint Gun System		
30. Nordson Powder Coat System		
31. Misc. Office Furniture		
32. (17) Computers		
33. (2) New England Cranes (C01)	5 Ton	
34. F & H Zip Lift	2 Ton	
35. Overhead Crane (C04)-New England	3 Ton	
36. Encaps Press (PR01)	6 DT	
37. ACU-Press (PR02)	75T	
38. Pipe Bender		
39. Cam Bender (PR07)		
40. (2) Edelstad Drill Press	DC 50	14143
41. Delta Band Saw	SA 13	
42. Archdale Radial Arm Drill	B100-266000	18
43. Leland & Gifford Multi-Head Drill - 4H 225P		
44. Leland & Gifford Multi-Head Drill - 4H 9T51B8		10313
45. Leland & Gifford Multi-Head Drill - 4H 5K226A929		10123
46. Dust Collectors (Blasting Equipment)		
47. Down Flo Collector W/Electrical Panel		DFTM-16
48. Eastsherp Edge Machine	SK580	P9201
49. Nordson Air Dryer	R30A	60884G4A23
50. (2) Craftsman Band Saws (S10)	113-243311	7191-P0012
51. Kal, Tenbach Saw (SA01)	KKS400DRNA	110082
52. Hyde-Mech Band Saw (SA03)	H16	B1093078
53. Hyde-Mech Saw (SA040)	S-208	41194331
54. Jet Band Saw (SA06)	78S18	436356
55. Delta Radial Arm Saw (SA07)		86CD6335
56. Rockwell Band Saw (SA08)		
57. Powermatic Table Saw (SA09)		
58. (3) Consow Sewing Machines	H2264D4637	
59. Rockwell Bank Saw (SA08)		
60. End Finishing Machine	660-50	66050-PR88332
61. Guide Rod (DR01) Bench Grinder		
62. Bench Grinder (GR02)		
63. Ingersoll Rand	HP-1008	Q7308-488B
64. Ingersoll Rand	SSK2008-1-A0B13	2315QU79B
65. Ingersoll Rand	CK219BU99189	

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

- (d) All general intangibles, choses in action and causes of action and all other intangible personal property and rights of Debtor of every nature and kind, now owned or hereafter acquired, including without limitation corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trade marks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, insurance proceeds, including without limitation insurance covering the lives of key employees on which Debtor is beneficiary, and any letter of credit, guaranty, claim, security interest, or other security held or granted to Debtor to secure payment of any indebtedness. The foregoing includes, but is not limited to, the following:
1. Trademark - Body Masters - Serial No. 73770891
 2. Trademark - Master Plan Turnkey Fitness Programs - Serial No. 76071348
 3. Trademark - Bastix - Serial No. 76478052
 4. Trademark - Body Masters - Serial No. 76372436

- (e) Any and all of Debtor's now owned or hereafter acquired fixtures and other real estate related goods, furnishings and accessories, and all attachments, accessions, substitutions, replacements and additions thereto or therefor, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any fixtures purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale lease or other disposition of any of the foregoing.

Collateral shall also include any and all present or future parts, accessories, attachments, additions, additions, accessions, substitutions and replacements to and for the collateral. The word Collateral further includes any and all of Debtor's present and future rights to any proceeds derived or to be derived from the sale, lease, damage, destruction, insurance loss, expropriation, and other disposition of the collateral, including without limitation, any and all of Debtor's rights to enforce collection and payment of such proceeds.

Fixtures are and will be located on 200 & 700 East Texas Street, Rayne, Acadia Parish, Louisiana.

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

No: 0200910105

the bidders, previous to my commencing the crying of said property; when on the terms and conditions aforesaid, I adjudicated the aforementioned property to: Rayne Properties, L.L.C. 2727 S.E. EVANGELINE THRUWAY I.D. 26-3897235 LAFAYETTE, LA 70508 his being the last and highest bid therefor in the sum \$993755.00

Now, therefore, know all men by these presents, that I the said Sheriff do, in consideration of the premises, and by virtue of the law in such cases made and provided, bargain, sell, assign, convey, set over and deliver unto the said Rayne Properties, L.L.C. heirs and assigns, and assigns, all rights, title, interest and demand which the said Body Masters Sports Industries Inc.

had in and to the afore-described property on the 01 day of April, 2009, or at any time since had, to have to hold, unto the said Rayne Properties, L.L.C. his heirs and assigns, forever, and assigns, forever.

In faith whereof, witness my official signature and seal, given at Crowley, Louisiana, in the presence of two (2) undersigned competent witnesses, this 01 day of April, 2009.

WITNESSES:

Sadie H. Redick
Murray M. Rishotel

WAYNE MELANCON, SHERIFF
Acadia Parish, Louisiana

By: [Signature]
Deputy Sheriff

STATE OF LOUISIANA
PARISH OF ACADIA
I hereby certify that the above and foregoing is a true and correct copy of the original as to 193083 of the records in this Office as shown Book No. 402 and in Conveyance Book No. 402 of date May 7 2009 at 10:32 A.M.
I have and seal at office of Crowley, Acadia Parish, Louisiana
This 7 day of May AD 2009
Rebecca Stafford
Deputy Clerk

15th JUDICIAL DISTRICT COURT FOR THE PARISH OF ACADIA
STATE OF LOUISIANA

DOCKET NO. 200910105

DIV. I

RAYNE PROPERTIES, LLC

VERSUS

BODY MASTERS SPORTS INDUSTRIES, INC.

RECEIVED
JUN 28 P 3 21
CLERK OF COURT
ACADIA PARISH
LA

FILED: _____

DEPUTY CLERK

VERIFIED PETITION FOR EXECUTORY PROCESS
AND APPOINTMENT OF KEEPER

NOW INTO COURT, through undersigned counsel, comes plaintiff, Rayne Properties, LLC ("Rayne"), a Louisiana limited liability company, which respectfully represents that:

1.

Made defendant herein is Body Masters Sports Industries, Inc. ("Body Masters"), a Louisiana business corporation.

2.

Venue is proper in this court under Louisiana Code of Civil Procedure article 2633 because the property subject to the Mortgage and Security Agreement identified herein is situated in Rayne, Acadia Parish, Louisiana.

FACTS AND ALLEGATIONS

3.

By Notarial Act of Transfer, Endorsement and Assignment of Notes, Related Rights, and Collateral and Security Documents dated December 24, 2008 (the "Notarial Act of Transfer"), Bank of Commerce & Trust Company (the "Bank") transferred, endorsed, a signed, sold, delivered and set over, without recourse, unto Rayne, its successors and assigns, all of the Bank's right, title and interest in and to the Note, Collateral Mortgage Note, Mortgage, Security Agreement and related documents specifically identified and incorporated herein. Rayne is thus the proper party Plaintiff in this action. A certified copy of the Notarial Act of Transfer is attached as Exhibit "A" and its terms are incorporated herein by reference.

QAMDS-LM47433_1.DOC

The Note, Collateral Mortgage Note, and the Collateral Mortgage

4.

Rayne is the holder and owner for value and before maturity of a certain Promissory Note (the "Note") executed by Body Masters through its president, Glenn B. Foreman, payable to the order of the Bank in the principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), dated as of March 31, 1999, the Note bears interest on the principal amount assessed on a variable rate basis at the rate per annum equal to 1.0% percentage point over the Index provided in the Note, as the Index may be adjusted from time to time, one or more times, but not more often than each first day of each calendar quarter, with the interest rate never to exceed that maximum amount allowed by law. The Index rate as of March 31, 1999, was 7.75% per annum, making the initial interest rate for the Note 8.75%. The original Note is attached as Exhibit "B" and its terms are incorporated herein by reference.

5.

On March 31, 1999, Body Masters executed a Pledge of Collateral Mortgage Note pursuant to which Body Masters pledged a Collateral Mortgage Note to the Bank in order to secure the Note. The original Pledge of Collateral Mortgage Note is attached as Exhibit "C" and its terms are incorporated herein by reference. The Collateral Mortgage Note executed by Body Masters through its president, Glenn B. Foreman, is payable to the order of Beare on demand in the principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), dated as of March 30, 1999, and bears interest at a rate of twelve percent (12%) per annum on the unpaid principal balance (the "Collateral Mortgage Note"). The original Collateral Mortgage Note is attached as Exhibit "D" and its terms are incorporated herein by reference.

6.

The Collateral Mortgage Note was paraphrased "Ne Varietur" for identification with an Act of Collateral Mortgage, also owned by Rayne, dated as of March 30, 1999, and passed before James D. Landry, Notary Public in and for the Parish of Acadia, State of Louisiana, and two competent witnesses (the "Collateral Mortgage"). The Collateral Mortgage was recorded March 30, 1999, under Entry No. 659625 in the Mortgage Records of Acadia Parish, Louisiana. A certified copy of the Collateral Mortgage is attached as Exhibit "E" and incorporated herein by

QAMKDB-CAM7433 1.DOC

reference. Body Masters appeared in the Collateral Mortgage through its President, by virtue of a Resolution of the Board of Directors, a certified copy of which is attached as an exhibit to Exhibit "E".

7.

In the Collateral Mortgage,¹ Body Masters mortgaged, affected and hypothecated unto and in favor of the Bank and any and all other holder or holders of the Collateral Mortgage Note, any and all of Body Masters' present and future rights, title and interest in and to the following described immovable property, to wit:

- (a) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being a part of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Fifty-six (56) to the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (b) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, lying immediately South of and adjoining Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of said Block Fifty-six (56), 240 feet to a point; thence running in a southerly direction along the West boundary of public street, 20 feet; thence running West, 240 feet to a point; thence running North 220 feet to the point of beginning; said property measuring 240 feet running East and West by 220 feet running North and South, more or less, bounded on the North by Block No. Fifty-six (56) of the Cunningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George K. Bradford, on the East by abandoned right of way of Texas and Pacific Railroad and on the West by property of Cline Childrens Class Trust.
- (c) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, and fronting 60 feet on the South side of East Texas Avenue (Highway 90) by a depth between equal and parallel lines of 120 feet; said property being further described as beginning at the Northeast corner of Lot Six (6) of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of East Texas Avenue (Highway 90) 60.0 feet, more or less, to the Northwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running South along

¹ The Collateral Mortgage was corrected by that Act of Correction dated January 17, 2006, recorded February 9, 2006 under Entry No. 751336 to include the tracts of land described as (a) and (b) above. A certified copy of the Act of Correction is attached hereto as Exhibit "F".

the West boundary of Lot One (1) of Block Fifty-six (6) of the Cunningham Division, 120 feet to the Southwest corner of said Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running West 60.0 feet, more or less, to the Southeast corner of Lot Six (6) of Block Fifty-five (55) to the Cunningham Division; thence running North along the East boundary of said Lot Six (6) of Block Fifty-five (55) of the Cunningham Division, 120.0 feet to the point of beginning.

- (d) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East half of Lot Three (3) and all of Lots Four (4), Five (5), and Six (6) all located in Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (e) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2), and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (f) That certain tract or parcel of ground, together with all buildings and improvements situated thereon located immediately South of and adjoining Lots Five (5) and Six (6) of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana, and being described as measuring 130 feet by 220 feet, more or less, fronting 130 feet on East South First Street, running bank between parallel lines, a distance of 220 feet, more or less, said property being further described as beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence running in a Southerly direction along the west boundary of that certain 240 foot by 225 foot parcel of ground acquired by Robert T. Cline, et ux, from Rayne Plane, Inc. through Robert P. Brenham, Bankruptcy Trustee, by deed dated January 19, 1985, recorded in Conveyance book Q-43, at page 625, Original Act No. 516286, records of Acadia Parish, Louisiana, to the Southwest corner thereof; thence running in a Westerly direction, 130.0 feet to a point; thence running in a Northerly direction along the East boundary of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana, 220 feet, more or less, to a point along the South boundary of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana; thence running in an Easterly direction, 130 feet to the point of beginning.
- (g) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana; said property being bounded on the North by Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana, and Mr. Town Street, South by East South First Street and Lot Four (4) of Block Two (2) of the Bradford Addition, East by M. Constantin and West by the remainder of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana.

- (h) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of Lot One (1) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (i) That certain lot or parcel of ground together with all buildings and improvements situated thereon being a portion of Lot Two (2) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, and more fully described as beginning at the Northwest corner of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence from said point of beginning running East along the North boundary of Lot Two (2) of Block Two (2) of the Cunningham Addition, 18.30 feet to a point; thence running South along the West boundary line of property owned by Elvis Daigle, 79 feet to a point; thence running East along the South boundary line of property owned by Elvis Daigle, 21.70 feet, more or less, to the East boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence running South along the East boundary line of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 41 feet to the Southeast corner of said Lot Two (2); thence running West along the South boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 40 feet to the Southwest corner of said Lot Two (2); thence running North along the West boundary line of said Lot Two (2), 120 feet to the point of beginning.
- (j) Those certain lots or parcels of ground together with all buildings and improvements situated thereon known and described as being the West 59.60 feet of the South 32 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (k) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being the West 51 feet of the North 21 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana. Said property being further shown on that certain plat of survey prepared by Edmond E. Dupre, Jr., Registered Land Surveyor, dated January 5, 1979, attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.
- (l) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of the West 59.6 feet of Lot Nine (9) of Block Two (2) of the Cunningham Addition of the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of survey prepared by Edmond E. Dupre, Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in

Conveyance Book U-36, at page 531, Original Act No. 545907, records of Acadia Parish, Louisiana.

- (m) Those certain lots or parcels of ground together with all buildings and improvements situated thereon being a portion of Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana; said property being further described as beginning at the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Louisiana; thence from said point of beginning running East along the North boundary of said Lot Eleven (11), 59.60 feet to a point; thence running South 02 degrees 05 minutes West, 30.70 feet to a point; thence running North 88 degrees 00 minutes West, 59.60 feet to a point; thence running North 02 degrees 02 minutes East, 30.0 feet, more or less, to the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana. Said property being further shown on that plat of survey prepared by Edmond E. Dupre, Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.

Together with any and all present and future building(s), constructions, component parts, improvements, attachments appurtenances, fixtures, rights, ways, privileges, advantages, eature, and eature rights, servitudes and easements of every type and description, now and/or in the future relating to the mortgaged property, and any and all items and fixtures attached to and/or forming integral or component parts of the mortgaged property in accordance with the Louisiana Civil Code.

The real property or its address is commonly known as 200 & 700 East Texas Street, Rayne, Louisiana 70578.

(hereinafter the "Mortgaged Property")

8.

Body Masters agreed to the following and to undertake the following obligations in the

Collateral Mortgage:

- (a) That the Mortgaged Property would remain mortgaged to the Bank until the Collateral Mortgage Note is returned to Body Masters by the Bank marked "Paid" or "Cancelled", or until Body Masters marks the Collateral Mortgage Note "Paid" or "Cancelled" after it is returned to Body Masters. (Collateral Mortgage at p. 2).
- (b) To promptly and punctually pay the indebtedness created by the Note in accordance with the terms of the Collateral Mortgage Note and Collateral Mortgage. (Collateral Mortgage at p. 2).
- (c) To keep the Mortgaged Property insured against loss by fire, by hazards included within the term "extended coverage", and by such other hazards (including flood insurance, where applicable) as may be required by the Bank with insurance obtained from any insurance company or broker that is acceptable to the Bank. Body Masters further agreed that any such

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insurance policies should be payable, in case of loss or damage, to the Bank; and, any such insurance policies should be in an amount not less than the full replacement value of the Mortgaged Property, or such other amount or amounts as the Bank may require or approve in writing. (Collateral Mortgage at p. 3).

- (d) To maintain comprehensive public liability insurance, naming both Body Masters and the Bank as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the Mortgaged Property. Body Masters further agreed to maintain Federal Flood Insurance for the full unpaid principal balance of the Note up to the maximum policy limits set under the National Flood Insurance Program should the Mortgaged Property at any time during the term of the Collateral Mortgage become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. (Collateral Mortgage at p. 3).
- (e) That any insurance proceeds received by the Bank may be applied, at the Bank's sole option and discretion, and in such a manner as the Bank may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (a) repairing or restoring the lost, damaged or destroyed Mortgaged Property; or (b) reducing the then outstanding balance of the indebtedness and any additional advances that the Bank may have made on Body Masters' behalf, together with interest thereon. Body Masters further agreed that in the case of loss under any insurance policy, the Bank should be appointed as its agent and attorney-in-fact and authorized to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Body Masters on any check or other item of payment for the proceeds thereof. (Collateral Mortgage at p. 3).
- (f) To promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the Mortgaged Property or against Mortgagor. Mortgagee further agrees to furnish Mortgagee with evidence that such taxes, assessments, governmental and other charges have been paid in full and in a timely manner. (Collateral Mortgage at p. 3).

9.

For the purposes of foreclosure by execution process provided for under Louisiana law, Body Masters confessed judgment and acknowledged to be indebted unto and in favor of the Bank, up to the full amount of the Note, in principal, together with interest, costs, expenses, attorneys' fees (allowed for in the Note to 25% of the debt owed under the Note) and other fees and charges expressly provided for in the Collateral Mortgage. Body Masters further confessed judgment and acknowledged to be indebted unto and in favor of the Bank in the amount of all additional advances that the Bank may make on Body Master's behalf pursuant to the Collateral

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Mortgage, together with interest thereon, up to a maximum of two (2) times the face amount of the Note. (Collateral Mortgage at p. 7).

10.

In the Collateral Mortgage, Body Masters also agreed that it shall be deemed in default under the Collateral Mortgage if Body Masters defaults in the payment of principal or interest under any of the indebtedness, including but not limited to the Note, or should Body Masters otherwise violate, or fail to comply fully with any of the terms and conditions, of, or default under the Collateral Mortgage. (Collateral Mortgage at p. 6).

11.

Pursuant to the terms of the Collateral Mortgage, upon default, the Bank has at its sole option, the right to declare the Note to be immediately due and payable, in principal, interest and attorneys fees. Rayne, as successor to the Bank, makes such declaration herein. (Collateral Mortgage at p. 7).

12.

Moreover, under the terms of the Collateral Mortgage Body Masters expressly waived the following: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. (Collateral Mortgage at p. 7).

13.

The Collateral Mortgage provides for the recovery of costs and attorneys' fees reasonably incurred or paid by the Bank or its assigns because of Body Masters' failure to perform, comply with and abide by all of the stipulations, agreements, conditions and covenants of the Note, Collateral Mortgage Note and the Collateral Mortgage. (Collateral Mortgage at p. 7).

14.

As will be set forth with particularity below, Body Masters has defaulted on its obligation to repay the indebtedness under the Note and on its obligation to satisfy certain requirements of the Collateral Mortgage.

The Security Agreement

15.

Rayne is also the owner of that certain Commercial Security Agreement dated March 30, 1999, executed by Body Masters through its president, Glenn B. Foreman, in favor of the Bank to secure the indebtedness created by the Note (the "Security Agreement"). A certified copy of the Security Agreement is attached hereto as Exhibit "G". Rayne expressly states that the signatures of the parties to the Security Agreement are genuine to the best of Rayne's knowledge, information and belief. Moreover, Rayne expressly states that to the best of its knowledge, information and belief, the Glenn B. Foreman, as President of Body Masters, had the authority to and capacity to enter into the Security Agreement and to grant a UCC security interest in the Collateral described below.

16.

In the Security Agreement, Body Masters granted a continuing security interest in favor of the Bank, its successors and assigns, in the following collateral:

- (a) Any and all of Debtor's present and future inventory (including consigned inventory), related equipment, goods, merchandise and other items of personal property, no matter where located, of every type and description, including without limitation any and all of Debtor's present and future raw materials, components, work-in-process, finished items, packing and shipping materials, containers, items held for sale, items held for lease, items for which Debtor is lessor, goods to be furnished under contract for services, materials used or consumed in Debtor's business, whether held by Debtor or by others, and all documents of title, warehouse receipts, bills of lading, and other documents of every type covering all or any part of the foregoing, and any and all additions thereto and substitutions or replacements therefore, and all accessories, attachments, and accretions thereto, whether added now or later, and all products and proceeds derived or to be derived therefrom, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Debtor to collect or enforce payment thereof, as well as to enforce any guaranties of

the forgoing and security therefore, and all of Debtor's present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, including without limitation, Debtor's books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto. Inventory includes inventory temporarily out of Debtor's possession or custody and all returns on accounts, chattel paper and instruments.

- (b) Any and all of Debtor's present and future accounts, accounts receivable, other receivables, contract rights, instruments, documents, notes, and all other similar obligations and indebtedness that may now and in the future be owed to or held by Debtor from whatever source arising, and all monies and proceeds payable thereunder, and all of Debtor's rights and remedies to collect and enforce payment and performance thereof, as well as to enforce any guaranties of the foregoing and security therefore, and all of Debtor's present and future rights, title and interest in and with respect to the goods, services, and other property that may give rise to or fast may secure any of the foregoing, including without limitation Debtor's insurance rights with regard thereto, and all present and future general intangibles of Debtor in any way related or pertaining to any of the foregoing, including without limitation Debtor's account ledger, books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto.
- (c) Any and all of Debtor's now owned and hereafter acquired equipment, machinery, furniture, furnishings and fixtures of every type and description, and all accessories, attachments, accessions, substitutions, replacements and additions thereto, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any equipment purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing, any rights of Debtor to collect or enforce payment thereof as well as to enforce any guaranties of the foregoing and security therefor, and all present and future general intangibles of Debtor in any way related or pertaining to the ownership, operation, or use of the foregoing, and any rights of Debtor with regard thereto.
- (d) All general intangibles, choses in action and causes of action and all other intangible personal property and rights of Debtor of every nature and kind, now owned or hereafter acquired, including without limitation corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trade marks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, insurance proceeds, including without limitation insurance covering the lives of key employees on which Debtor is beneficiary, and any letter of credit, guaranty, claim, security interest, or other security held or granted to Debtor to secure payment of any indebtedness.
- (e) Any and all of Debtor's now owned or hereafter acquired fixtures and other real estate related goods, furnishings and accessories, and all attachments, accessions, substitutions, replacements and additions thereto or therefor, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any fixtures purchased

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with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing.

Collateral shall also include any and all present or future parts, accessories, attachments, additions, accessions, substitutions and replacements to and for the collateral. The word Collateral further includes any and all of Debtor's present and future rights to any proceeds derived or to be derived from the sale, lease, damage, destruction, insurance loss, expropriation, and other disposition of the collateral, including without limitation, any and all of Debtor's rights to enforce collection and payment of such proceeds.

Fixtures are and will be located on 200 & 700 East Texas Street, Bayne, Acadia Parish, Louisiana.

(hereinafter the "Collateral")

17.

Body Masters agreed to the following and to undertake the following obligations in the Security Agreement:

- (a) Debtor agreed that the Collateral should remain encumbered until such time as the Security Agreement and the security interests created thereby are terminated and cancelled by the Secured Party or any of its successors and assigns under a written cancellation instrument in favor of Debtor. (Security Agreement at p. 2).
- (b) To pay the indebtedness when due in accordance with the terms of the Note and Security Agreement. (Security Agreement at p. 4).
- (c) To keep the Collateral insured against loss by fire, by hazards included within the term "extended coverage", and by such other hazards (including flood insurance, where applicable) as may be required by the Secured Party with insurance obtained from any insurance company or broker that is acceptable to the Secured Party. Debtor further agreed that any such insurance policies should be payable, in case of loss or damage, to the Secured Party, and, any such insurance policies should be in an amount not less than the full replacement value of the Collateral, or such other amount or amounts as the Secured Party may require or approve in writing. (Security Agreement at p. 3).
- (d) To maintain comprehensive public liability insurance, naming both Debtor and the Secured Party as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the Collateral. (Security Agreement at p. 3).

18.

In the Security Agreement, Body Masters *confessed judgment* and as acknowledged to be indebted unto and in favor of the Bank, up to the full amount of the Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Body Masters further confessed judgment and acknowledged to be indebted unto and in favor of the Bank in the amount of all additional advances that the Bank may make on Body Masters' behalf pursuant to the Security Agreement, together with interest thereon, up to a maximum of two (2) times the face amount of the Note. (Security Agreement at p. 5).

19.

In the Security Agreement, Body Masters also agreed that it shall be deemed a default under the Security Agreement should Body Masters default in the payment of principal or interest under any of the indebtedness, including but not limited to the Note, or should Body Masters otherwise violate, or fail to comply fully with any of the terms and conditions, of, or default under the Security Agreement. (Security Agreement at p. 4). Upon any such default, the indebtedness, including but not limited to the Note shall, at the Secured Party's sole option, become immediately due and payable in full. (Security Agreement at p. 4).

20.

In the Security Agreement, Body Masters expressly waived the following: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. (Security Agreement at p. 5).

21.

Body Masters agreed that it would pay upon demand all of the Bank's costs and expenses, including attorneys' fees and the Bank's legal expenses, incurred in connection with

the enforcement of the Security Agreement whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Body Masters further agreed that the Bank may pay someone else to help enforce the Security Agreement, and Body Masters shall pay the costs and expenses of such enforcement. (Security Agreement at p. 6).

Body Masters' Default

22.

Body Masters has defaulted on its obligations to pay the sums presently due and owing under the terms of the Note, the Collateral Mortgage Note, the Collateral Mortgage and the Security Agreement in the following particulars:

- (a) Body Masters has failed to make any payment whatsoever since July 7, 2008. Specifically, Body Masters has failed to make any payments from July 8, 2008 through the date of filing.
- (b) Body Masters has failed to pay its property taxes on the Mortgaged Property in the amount of \$102,854.19, which obligation was satisfied by Rayne in order to secure its collateral.

23.

There is a principal balance due on the Note of \$1,601,175.13 together with accrued interest through the date of filing in the amount of \$57,257.21 as of January 28, 2009, attorney fees in the amount of 25% of the outstanding amount owed, together with \$102,854.19 in property taxes for the year 2008 paid by Rayne.

24.

Body Masters has failed to pay any of the monthly payments of interest since the payment due for July 7, 2008, which the Bank received on July 7, 2008.

25.

Neither the Bank nor Rayne has received any other payments of principal or interest since July 7, 2008.

26.

On account of Body Masters' default, Rayne has exercised its rights as pledgee of the Collateral Mortgage Note to foreclose and obtain execution upon its pledged Collateral Mortgage

Note and out of the proceeds of the Mortgaged Property sold at foreclosure, to be paid the principal balance due and owing under the Note, together with interest, late charges, taxes, attorney's fees, and the costs of these proceedings.

27.

The rate of interest being assessed by the Bank under the Note is 5.50% per annum. Accordingly, interest shall continue to accrue on the unpaid balance and shall continue to bear interest at the rate of 5.60% through the sale of the Mortgaged Property. Pursuant to Louisiana Revised Statute 9:3504, Rayne attaches as Exhibit "H" the affidavit of its officer showing changes in the prime rate of interest since the execution of the Note.

Appointment of Keeper

28.

In the Collateral Mortgage and Security Agreement, Body Masters agreed that the Bank or any agent or nominee designated by the Bank should be designated as Keeper of the Mortgaged Property and Collateral in the event of the seizure of the Collateral or Mortgaged Property in an action for the recognition or enforcement of the Collateral Mortgage and Security Agreement. (Collateral Mortgage at p.7; Security Agreement at p. 5; Second Collateral Mortgage at p. 7).

29.

Rayne requests that this Court appoint Rayne as the Keeper of the Collateral and Mortgaged Property in accordance with the terms of the Collateral Mortgage and Security Agreement and Louisiana Revised Statutes 9:5136, which authorize this Court to name the Rayne as the Keeper of the Collateral and Mortgaged Property. *Id.* Rayne respectfully seeks an Order from this Court appointing it as Keeper and allowing it to manage and maintain the Mortgaged Property and Collateral and to protect Rayne's interest therein until the Mortgaged Property and Collateral are sold at sheriff's sale.

Reservation of Rights

30.

Subject to the provisions of the Note, Collateral Mortgage, and Security Agreement, Rayne specifically reserves all of its rights against all makers, co-makers, endorsers, guarantors,

and/or solidary obligors of the indebtedness being sued on herein, against any other collateral securing the indebtedness, and against any persons, firms, and/or corporations who may be liable in whole or in part for the indebtedness or based upon any and all additional obligations and indebtedness owed to Rayne not sued on herein, and for any deficiency not recovered herein.

Appraisal

31.

Rayne requests that the property foreclosed upon herein be sold WITH APPRAISAL, and that Body Masters' waiver of demand for payment be recognized and such demand dispensed with.

WHEREFORE, the premises and annexed documents considered, plaintiff Rayne Properties, L.L.C. prays:

1. That Body Masters Sports Industries, Inc.'s waiver of demand for payment be recognized and that such waiver be dispensed with;


2. That an Order of Executory Process be rendered and a Writ of Seizure and Sale herein be issued, and notice of Seizure and Sale be served upon defendant, Body Masters Sports Industries, Inc. ("Body Masters") through its registered agent Robert Thomas Cline, and that the Civil Sheriff for the Parish of Acadia be directed to seize and after due service of the Notice of Seizure and Sale, advertisement, delays, requisites, and formalities, sell at public auction, WITH APPRAISAL, for cash to the highest bidder according to law, the Mortgaged Property described herein in Paragraph 7 and the Collateral described herein in Paragraph 16 to pay and satisfy the claim of plaintiff, Rayne Properties, L.L.C. against defendant, Body Masters Sports Industries, Inc., in the sum of \$1,601,175.13 in principal, with accrued interest on that amount through the date of filing of \$57,257.21 through January 28, 2009 at a rate of 5.60% per annum until paid (\$249.07168 per diem), attorneys' fees equal to 25% of the unpaid debt due and owing under the Note, together with \$102,854.00 in property taxes paid by Rayne Properties, L.L.C. for the year 2008 with interest and penalties thereon at a rate of 10%, together with all costs of these proceedings;

3. Rayne Properties, LLC be paid the total amount of its claim in preference to and with priority over all other persons;

- 4. That this Court order the Civil Sheriff to appoint Rayne Properties, LLC as Keeper of the Mortgaged Property and Collateral, to act as a prudent administrator having full powers of management and administration thereof; and
- 5. For all other Orders or Decrees necessary in the premises.

Respectfully Submitted,

GORDON, ARATA, MCCOLLAM, DI PLANTIS
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 400 East Kaliste Saloom Road, Suite 4200
 Post Office Box 81829
 Lafayette, Louisiana 70598-8517
 Telephone: (337) 237-0132
 Facsimile: (337) 237-3451

By: 
 Samuel E. Masur (Bar No. 1221)
 Christopher B. Bailey (Bar No. 29074)

Attorneys for Plaintiff Rayne Properties, LLC

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 ACADIA PARISH

ACADIA PARISH, LA
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NOTARIAL ACT OF TRANSFER,
ENDORSEMENT AND ASSIGNMENT
OF NOTES, RELATED RIGHTS,
AND COLLATERAL AND
SECURITY DOCUMENTS

• UNITED STATES OF AMERICA
•
• STATE OF LOUISIANA
•
• PARISH OF ACADIA
•
•
•
•

BY

BANK OF COMMERCE & TRUST COMPANY

BE IT KNOWN, that on this 24th day of December, 2008, before me, a Notary Public, duly commissioned and qualified in and for the parish and state aforesaid, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

BANK OF COMMERCE & TRUST COMPANY (Taxpayer ID: 230184990), a Louisiana Banking Corporation, whose mailing address is 300 N. Adams Avenue, P.O. Box 49, Rayne, Louisiana, 70578, represented, herein by Jack Lambert Jr., its duly authorized Vice-President, pursuant to the certified resolutions of the Board of Directors of said Corporation, an original of which is annexed hereto,

(hereinafter sometimes referred to as "Assignor"),

who declared unto me, Notary, under oath, as follows, to-wit:

That as holder and owner thereof, for and in consideration of the sum of ONE MILLION SIX HUNDRED FIFTY ONE THOUSAND TWO HUNDRED AND NINE AND 26/100 DOLLARS (\$1,651,209.26), the receipt of which is hereby acknowledged, Assignor does hereby transfer, endorse, assign, sell, deliver and set over, without recourse, unto Rayne Properties, LLC, (Taxpayer ID: 26-3897235), a Louisiana limited liability company, whose mailing address is 2727 SE Evangeline Thruway, Lafayette, Louisiana 70508, represented herein by Mark Knight, its duly authorized representative and Manager (hereinafter referred to as "Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to any and all sums now due or owing and all claims, demands, causes of action of whatever kind or nature which Assignor had or now has or may have under the following described promissory note:

That certain Promissory Note, a copy of which is attached hereto and made a part hereof as Exhibit 1, executed by Glenn B. Foreman on behalf of Body Masters Sports Industries, Inc., dated March 31, 1999, payable to the order of Bank of Commerce & Trust Company in the principal amount of \$5,000,000.00 ("Promissory Note 1"); and

That certain Promissory Note, a copy of which is attached hereto and made a part hereof as Exhibit 2, executed by Glenn B. Foreman on behalf of Body Masters Sports Industries, Inc., dated June 23, 1999, payable to the order of Bank of Commerce & Trust Company in the principal amount of \$458,017.58 ("Promissory Note 2")

(Promissory Note 1 and Promissory Note 2 may sometimes be referred to hereinafter collectively as the "Promissory Notes").

040600-NOTARIAL ACT OF TRANSFER

BANK 64 PAGE 78

MTD BK 803 PAGE 89

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THE CLERK OF COURT
ACADIA PARISH, LA

Mortgage Note being in the principle amount of \$500,000.00 ("Collateral Mortgage Note 2");

- (9) That certain Pledge of Collateral Mortgage Note dated June 23, 1999, granted by Body Masters Sports Industries, Inc. in favor of Bank of Commerce & Trust Company;
- (10) That certain Collateral Mortgage granted by Body Masters Sports Industries, Inc. in favor of Bank of Commerce & Trust Company dated June 23, 1999, recorded July 2, 1999, under Entry No. 663086 in the records of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Acadia ("Collateral Mortgage 2") corrected by that Act of Correction dated February 9, 2006, recorded February 9, 2006; under Entry No. 751336 in the records of the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Acadia.

(Numbers 1, 2, 5, 6, 7 and 9 shall be referred to hereinafter collectively as the "Collateral Documentation").

Assignor hereby delivers to Assignee the signed original of the Promissory Notes and Collateral Mortgage Note 1 and Collateral Mortgage Note 2 (the "Collateral Mortgage Notes").

Assignor does hereby also assign, sell, transfer, set over and deliver unto Assignee, without recourse, all rights, title and interest which Assignor may have as mortgagee in any public condemnation or expropriation proceeding and any and all rights, title, interest or claims that Assignor may have against any tenant of the property covered by Collateral Mortgage 1 and Collateral Mortgage 2 (the "Collateral Mortgages") for past due or escrowed disbursements, as well as any and all rights in the bankruptcy of any tenant.

This assignment is made with full subrogation in and to all of the rights, title and interest and actions, privileges and liens Assignor has or may have against the maker(s) and/or mortgagor(s) and/or pledgor(s) and/or guarantor(s) under the terms of the Promissory Notes, the Collateral Mortgages, the Collateral Mortgage Notes, and the Collateral Documentation.

Assignor declares that it is the holder and owner of the Promissory Notes, the Collateral Mortgage Notes, the Collateral Mortgages, and the Collateral Documentation (the "Security Documentation") with full power to assign same; that the Security Documentation was accepted in good faith; that Assignor has executed no release, discharge, satisfaction or cancellation of any of the Security Documentation; and that Assignor has executed no release of any portion of the Security Documentation or the liability of the maker or makers, endorsers or guarantors thereof. Moreover Assignor declares that it will not sell, transfer, assign, convey, set over, deliver, endorse or otherwise dispose of, or grant, any right, title or interest in, or to, the Security Documentation unto any person or entity other than Rynco Properties, L.L.C.

And the said Assignor did, concurrently with the execution hereof, endorse, without recourse, each of the Promissory Notes to the order of the said Assignee, and I, Notary did paraph each Promissory Note "No Varietal" for identification herewith. Assignor certifies that the present principal balance due and owing on Promissory Note 1 and Promissory Note 2, copies of which are attached hereto as Exhibit 1, is in the amount of ONE MILLION SIX HUNDRED FIFTY ONE THOUSAND TWO HUNDRED AND NINE AND 26/100 DOLLARS (\$1,651,209.26).

GRANDE NONNOTARIAL ACT OF TRANSFER

8 64 PAGE 80

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THIS DONE AND PASSED on this 24th day of December, 2008, in the Parish of Acadia, in the presence of the undersigned competent witnesses, who hereunto sign their names with appearance and me, Notary, after a due reading of the whole.

ASSIGNOR:

WITNESSES:

BANK OF COMMERCE & TRUST COMPANY

Carlye Quett Lambert
Name: CARLYE Quett Lambert
(Please Print)

By: [Signature]
Name: Jack Lambert Jr.
Title: Exec. Vice President

[Signature]
Name: MIKE HARRIS
(Please Print)

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

[ASSIGNEE'S SIGNATURE APPEARS ON THE FOLLOWING PAGE!]

Christopher B. Bailey
Notary Public
State of Louisiana
My Commission is Issued for Life
Bar Roll Number: 29074

UNDEMNIFIED ACT OF TRANSFER

BOOK 64 PAGE 81

MTG BK 803 PAGE 92

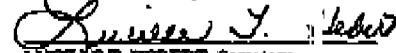
**RESOLUTION
OF
THE BOARD OF DIRECTORS
OF
BANK OF COMMERCE & TRUST COMPANY
CROWLEY, LOUISIANA**

BE IT RESOLVED by the Board of Directors of Bank of Commerce & Trust Company, a Louisiana Banking Corporation domiciled at Crowley, Louisiana, that either JOHN W. SARVER, President of Bank of Commerce & Trust Company, or JACK LAMBERT, JR., Vice-President of Bank of Commerce & Trust Company, be and they are each authorized and empowered for and on behalf of the corporation to transfer by sale, assignment or otherwise those certain promissory notes executed by Body Masters Sports Industries, Inc., in favor of Bank of Commerce & Trust Company dated March 31, 1999, in the original amount of \$5,000,000.00 and June 23, 1999, in the original amount of \$4,801,758 along with any and all collateral securing said promissory notes for each consideration and on each terms and conditions that John W. Sarver or Jack Lambert, Jr., may deem in his discretion fit and proper.

BE IT FURTHER RESOLVED that John W. Sarver or Jack Lambert, Jr., be and they are further authorized and empowered to sign and execute for and on behalf of Bank of Commerce & Trust Company any and all documents necessary to accomplish the foregoing including executing the Notarial Act of Transfer, Endorsement and Assignment of Notes, Related Rights and Collateral and Security Agreements and Bank of Commerce & Trust Company does hereby ratify and confirm each and every act done by the said John W. Sarver or Jack Lambert, Jr., pursuant to the authority vested by this Resolution.


BE IT FURTHER RESOLVED that any and all prior acts signed by John W. Sarver, as President of Bank of Commerce & Trust Company, and Jack Lambert, Jr., as Vice-President for and on behalf of Bank of Commerce & Trust Company, be and they are hereby ratified and confirmed.

Upon being put to a vote the foregoing resolutions were unanimously carried and confirmed.


LUCILLE T. HERBERT, Secretary

I, Lucille T. Hebert, Secretary of Bank of Commerce & Trust Company, do hereby certify that the above and foregoing is a true and correct copy of a Resolution unanimously passed by the Board of Directors of Bank of Commerce & Trust Company at a duly called meeting held after due notice at its office in Crowley, Acadia Parish, Louisiana, on this 10th day of December, 2008.

Crowley, Acadia Parish, Louisiana, this 10th day of December, 2008.


LUCILLE T. HERBERT, Secretary

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PROMISSORY NOTE

Government: Bundy Builders Supply Inc. (THE BUNDY BUILDERS SUPPLY CO. INC.) P.O. BOX 100 Cajal, LA 70622-0100	Lender: BANK OF COMMERCIAL & TRUST NATURAL OFFICE 800 N ADAMS AVE P O BOX 49 MAYHEW, LA 70671	COMPANY TID: 40264320
-----------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	-------------------------------------

Principal Amount: \$488,017.50 **Interest Rate:** 8.750% **Date:** **Made:** June 23, 1999

REPAYMENT: Borrower shall pay to Lender in the order of BANK OF COMMERCIAL & TRUST... (text continues with repayment terms and interest calculations)

DEFAULT: The following events shall constitute default events under this Note:
 - Failure to pay when due...
 - Breach of covenants...
 - Material adverse change...
 - Insolvency...

LENDER'S RIGHTS UPON DEFAULT: Should any one or more default events occur or exist under this Note... (text details lender's remedies upon default)

ATTORNEY'S FEES: If Lender causes this Note to be enforced by collection or law suit against Borrower to collect the principal or other relief from default, Borrower agrees to pay Lender's reasonable attorney's fees in an amount not to exceed \$25,000.

COLLATERAL: This Note is secured by: Commercial Security Agreement dated 03-01-1999 in the amount of \$488,017.50... (text describes collateral)

FINANCIAL STATEMENTS: Borrower agrees to provide Lender with such financial statements and other related information as Lender may reasonably request.

GOVERNING LAW: Borrower agrees that this Note and the laws contained hereby shall be governed under the laws of the State of Louisiana.

WARRANTY: Borrower and each guarantor of this Note hereby warrant, warrantors for payment, principal, interest, and all other obligations... (text contains warranty provisions)

08-25-1998
Loan No 20012100

PROVISIONAL NOTE
(Continued)

Page 2

Lender, Borrower and each guarantor severally agree that Lender's compliance of payment other than in accordance with Lender's subsequent agreement to extend or modify such agreement terms, or Lender's failure to delay in exercising any of its rights and remedies shall constitute a default by Borrower or any other party or parties upon their respective obligations any collateral that directly or indirectly secured this Note. In addition, any failure or delay on the part of Lender to exercise any of its rights and remedies shall constitute a default by Lender upon the part of Lender's rights and remedies. Any partial exercise of rights and remedies shall be deemed as a waiver of any other rights and remedies. Lender agrees that, should any of the rights and remedies herein be exercised, Lender shall be deemed to have waived any other rights and remedies available to Lender, and only to the extent that Lender specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance shall constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note and shall not be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note. Lender shall be deemed to have waived any other rights and remedies available to Lender for a period of one year, and no such discharge, waiver or forbearance shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note. Lender shall be deemed to have waived any other rights and remedies available to Lender for a period of one year, and no such discharge, waiver or forbearance shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note. Lender shall be deemed to have waived any other rights and remedies available to Lender for a period of one year, and no such discharge, waiver or forbearance shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note.

The terms of this Note, or its amendments, shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note. Lender shall be deemed to have waived any other rights and remedies available to Lender for a period of one year, and no such discharge, waiver or forbearance shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note. Lender shall be deemed to have waived any other rights and remedies available to Lender for a period of one year, and no such discharge, waiver or forbearance shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note.

ASSIGNMENTS AND ASSIGNMENT RIGHTS. Borrower and each guarantor's obligations and agreements under this Note shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note. Lender shall be deemed to have waived any other rights and remedies available to Lender for a period of one year, and no such discharge, waiver or forbearance shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note.

The rights and remedies of Lender shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note. Lender shall be deemed to have waived any other rights and remedies available to Lender for a period of one year, and no such discharge, waiver or forbearance shall be deemed to constitute a discharge of the obligation of the Borrower or any other party or parties to the extent of the discharge provided for under this Note.

CAPTION HEADINGS. Caption headings of the sections of this Note are for convenience purposes only and are not to be construed to limit the scope of the sections. The singular includes the plural and the plural also includes the singular.

of the sections of this Note are for convenience purposes only and are not to be construed to limit the scope of the sections. The singular includes the plural and the plural also includes the singular.

ENTIRETY. It is the intention of the parties to this Note to make this Note the entire agreement between the parties and no oral agreement, understanding or arrangement shall be enforceable against the parties.

It is the intention of the parties to this Note to make this Note the entire agreement between the parties and no oral agreement, understanding or arrangement shall be enforceable against the parties.

PROOF COPY. Provisional Note # 20012100.

FOR TO SIGNER THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

Rayne Properties, L.L.C.
By: 
By: 
John A. Pappas, President

Notary Public, Acadia Parish, Louisiana

Without Recourse pay to the order of Rayne Properties, L.L.C.


Bank of Commerce Trust Company
By: 
"IN WITNESS"

For identification with Act of Transfer, Endorsement and Assignment of Notes, Related Rights and Collateral and Security Documents executed before me on this 24th day of December, 2008


Notary Public, Acadia Parish, Louisiana

Christopher B. Bailey
Notary Public
State of Louisiana
My Commission is Issued for Life
Bar Roll Number: 20074

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CLERK OF COURT
ACADIA PARISH

A TRUE COPY
By: 
Christopher B. Bailey 20074
Notary Public

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PROMISSORY NOTE

EXHIBIT "B"

References in the shaded areas are for Lender's use only and do not limit the applicability of this document to any particular loan or loans.

Borrower: Body Masters Sports Industries, Inc. (TIN: Lender: BANK OF COMMERCIE & TRUST COMPANY TIN: 720124890
72-0640003
P. O. Box 208
Rayne, LA 70678-0208
300 N ADAMS AVE
P O BOX 48
RAYNE, LA 70678

Principal Amount: \$5,000,000.00 Initial Rate: 8.750% Date of Note: March 31, 1999

PROMISE TO PAY. Body Masters Sports Industries, Inc. ("Borrower") promises to pay to the order of BANK OF COMMERCIE & TRUST COMPANY ("Lender"), in lawful money of the United States of America the sum of Five Million & 00/100 Dollars (\$5,000,000.00), together with simple interest accrued on a variable rate basis at the rate per annum equal to 1.000 percentage point above the index under this Note may be adjusted from time to time, one or more times, with interest being assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on March 31, 1999 and continuing until this Note is paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this Note in 363 payments of \$67,028.18 each payment and an irregular final payment estimated at \$87,028.11. Borrower's first payment is due on July 1, 1999, and all subsequent payments are due on the same day of each month after that. Borrower's final payment due on February 1, 2001, may be greater if Borrower does not make payments as scheduled. Borrower will pay Lender at Lender's address shown above or at such other address in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender available during the term of this loan, Lender may designate a substitute Index after notice to Borrower. Lender rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. This rate more often than each FIRST DAY OF EACH CALENDAR QUARTER. The Index currently is 7.750% per annum. The unpaid principal balance of this Note will be at a rate of 1.000 percentage point over the Index, resulting in an interest rate of 8.750% per annum. Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Unless waived by Lender, any increase in the interest rate will increase the amounts of Borrower's payments.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower may prepay this Note in full at any time by paying the full amount of principal, plus accrued simple interest and any unpaid late charges through date of prepayment. If Borrower prepays this Note, Borrower understands that, unless otherwise required by law, any prepaid fees or charges will be earned by Lender at the time this Note is signed. Borrower agrees to pay minimum interest of \$25.00 if this amount is not earned by Lender at the time of prepayment. Unless otherwise agreed to in writing, early payments under this Note will not relieve Borrower from making regularly scheduled payments under the above payment schedule. Early payments will instead be applied to the principal balance due, and Borrower may be required to make fewer payments under this Note.

DEFAULT. The following actions and/or inactions shall constitute default events under this Note:

- Default Under This Note. Should Borrower default in the payment of principal and/or interest under this Note.
Default Under Security Agreements. Should Borrower or any guarantor violate, or fail to comply fully with any security agreement, instrument, document, or agreement directly or indirectly securing repayment of this Note.
Other Defaults in Favor of Lender. Should Borrower or any guarantor of this Note default under any other security agreement, instrument, document, or obligation in favor of Lender.
Default in Favor of Third Parties. Should Borrower or any guarantor default under any loan, extension of credit, security agreement, or any other agreement, in favor of any other creditor or person that may affect any right, instrument, document, or obligation in favor of Lender.
Insolvency. Should the suspension, failure or insolvency, however evidenced, of Borrower or any guarantor of this Note occur or be declared.
Death or Interdiction. Should any guarantor of this Note die or be interdicted.
Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, bankruptcy, or any other insolvency law be brought by or against Borrower or any guarantor.
Assignment for Benefit of Creditors. Should Borrower or any guarantor file proceedings for a reassignment of assets for the benefit of creditors.
Receivership. Should a receiver of all or any part of Borrower's property, or the property of any guarantor, be appointed.
Discretion Proceedings. Should proceedings for the dissolution or appointment of a liquidator of Borrower or any guarantor be commenced.
False Statements. Should any representation, warranty, or material statement of Borrower or any guarantor made in connection with this Note, prove to be incorrect or misleading in any respect.
Material Adverse Change. Should any material adverse change occur in the financial condition of Borrower or any guarantor, or should any material discrepancy exist between the financial statements submitted by Borrower or any guarantor and the actual financial condition of Borrower or such guarantor.
Insolvency. Should Lender deem itself to be insolvent with regard to repayment of this Note.

LENDER'S RIGHTS UPON DEFAULT. Should any one or more default events occur or exist under this Note, Lender shall have the right, at its sole option, to declare formally this Note to be in default and to accelerate the maturity and treat upon unpaid principal balance then outstanding under this Note, plus accrued interest, together with reasonable attorneys' fees and charges as provided herein. Lender shall have the further right, again at its sole option, to declare formal maturity and to insist upon immediate payment in full of such and every other loan, extension of credit, debt, liability and claim that Borrower may then owe to Lender, whether direct or indirect or by way of assignment, and whether absolute, unqualified, voluntary or involuntary, determined or undetermined, secured or unsecured, whether Borrower is obligated "solidary" or "joint and several" basis, as a principal obligor or otherwise, all without further notice or demand, unless Lender shall otherwise elect.

ATTORNEYS' FEES. If Lender refers this Note to an attorney for collection, or files suit against Borrower to collect, bankruptcy or other relief from creditors, Borrower agrees to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the unpaid debt then owing under this Note.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of consumer credit card accounts), Borrower is granting Lender a continuing security interest in any and all funds that Borrower has on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder, and other tax-deductible deposits. Borrower further agrees that Lender may at any time apply any funds that Borrower has on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder against and any and all other present and future indebtedness and obligations that Borrower (or any of them) may then owe to Lender, in principal, interest, fees, costs, expenses, and attorneys' fees.

COLLATERAL. This Note is secured by: Collateral Pledge Agreement dated 03-31-1999 pledging DCMN date: 03-30-1999 in the amount of \$5,000,000.00 and Commercial Security Agreement dated 03-30-1999 covering all inventory, accounts, equipment, and other intangibles and fixtures. Collateral securing other loans with Lender may also secure this Note as the result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information as Lender may reasonably request.

GOVERNING LAW. Borrower agrees that this Note and the loan evidenced hereby shall be governed under the laws of the State of Louisiana. Specifically, this Guaranty or commercial Note is subject to La. R.S. 9:2809 et seq.

ADDITIONAL PROVISIONS. 80% USDA - Rural Business Service Guaranty, Continuing Guaranty of Robert T. Cane dated 03-26-1999 in the amount of \$5,000,000.00.

PL OF COLLATERAL MORTGAGE NOTE

EXHIBIT "C"

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or term.

Borrower: Body Masters Sports Industries, Inc. (TIN: 72-0864053) Lender: BANK OF COMMERCE & TRUST COMPANY TRUST COMPANY TIN: 720124000
72-0864053
P. O. Box 259
Rayne, LA 70578-0259
RAYNE OFFICE
300 N ADAMS AVE
P O BOX 49
RAYNE, LA 70578

PLEDGE OF COLLATERAL MORTGAGE NOTE
BY: Body Masters Sports Industries, Inc.
UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ACADIA

IN FAVOR OF:
BANK OF COMMERCE & TRUST COMPANY
RAYNE OFFICE
And Any Future Holder or Holders

FILED
BY CLERK OF COURT
ACADIA PARISH, LA.

BE IT KNOWN, that on the 31st day of March, 1999,
BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses:
PERSONALLY CAME AND APPEARED:

Body Masters Sports Industries, Inc. TIN: 72-0864053, a corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana, and has its registered offices at P. O. Box 259, Rayne, LA 70578-0259, appearing here through its duly authorized representative(s), pursuant to a resolution of its Board of Directors, a certified copy of which is attached hereto and expressly made a part hereof;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:
Agreement. The word "Agreement" means this Pledge Agreement and all subsequent amendments to said agreement as it may be amended or modified from time to time.
Event of Default. The words "Event of Default" mean individually, collectively and interchangeably any event of default described below in the section titled "EVENTS OF DEFAULT."
Grantor. The word "Grantor" means individually, collectively and interchangeably Body Masters Sports Industries, Inc.
Indebtedness. The word "indebtedness" means individually, collectively and interchangeably any and all present and future loans, advances and other extensions of credit obtained or to be obtained by Grantor from Lender, from time to time, one or more times, now and in the future, and any and all promissory notes evidencing such present and/or future loans or other credit advances, including with interest, principal, and any and all amendments, extensions and renewals thereof, as well as any and all other obligations and liabilities that Grantor may now and in the future owe to or incur in favor of Lender, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, whether individually or with others on a joint, several or solidary basis, as a principal obligor or as a surety, of every nature and kind which expense, attorney's fees and other fees and charges, whether or not any of the indebtedness may become due or prescribed period or may be or become unenforceable or voidable for any reason.
Lender. The word "Lender" means BANK OF COMMERCE & TRUST COMPANY, RAYNE OFFICE TIN: 720124000, its successors and assigns, and any subsequent holder or holders of the Note or any interest therein.
Note. The word "Note" means the Collateral Mortgage Note described below.

Collateral Mortgage Note. To secure the prompt and punctual payment and satisfaction of any and all present and future indebtedness as may be outstanding from time to time, one or more times, Grantor has executed a certain Collateral Mortgage Note dated March 30, 1999, in the amount of U.S. \$5,000,000.00, payable to the order of Bearer, or demand at the offices of Lender, a copy of which Note is attached hereto and is expressly made a part hereof by reference.

Collateral Mortgage. The aforesaid Note is in turn secured by a Collateral Mortgage dated over and to therewith (Grantor's "Collateral Mortgage"), executed by Grantor in favor of BANK OF COMMERCE & TRUST COMPANY, RAYNE OFFICE and its future holder or holders of the aforesaid Note.

Pledge of Note. AND NOW, in order to secure the prompt and punctual payment and satisfaction of any and all present and future indebtedness, Grantor hereby pledges, transfers, conveys, delivers and grants a continuing security interest in the aforesaid Note, together with any and all of Grantor's rights, title, interest and obligations in, to and under the aforesaid Note and the Collateral Mortgage securing the same.

Continuing Security Interest to Secure Present and Future Indebtedness. Grantor affirms that Grantor's continuing security interest in the aforesaid Note is intended to and shall secure any and all present and future indebtedness of Grantor in favor of Lender, as may be outstanding from time to time, one or more times, with the continuing preferences and priorities provided under the Collateral Mortgage securing the aforesaid Note shall further be entitled to the continuing preferences and priorities provided under applicable Louisiana law.

Duration. This Agreement shall remain in full force and effect, and Lender shall have the right to continue to retain possession of the aforesaid Note, until such time as this Agreement and the security interests created hereby are terminated and cancelled by Lender under a written cancellation instrument, and the Note is returned by Lender marked "PAID" or "CANCELLED".

EVENTS OF DEFAULT. The following shall constitute Events of Default under this Agreement:
Default under Indebtedness. Should Grantor default in the payment of principal and/or interest under any of its indebtedness.
Default under Other Agreement(s). Should Grantor fail to comply fully with any of the terms and conditions of, or default under any loan agreement or agreements governing any of the indebtedness.
Default under Mortgage. Should Grantor violate, or fail to comply fully with any of the terms and conditions of, or default under this Agreement or the Collateral Mortgage executed in connection herewith, and/or under any of the additional obligations incurred or assumed by Grantor hereunder or thereunder.
Other Defaults in Favor of Lender. Should Grantor or any guarantor default under any other extension of credit, or security agreement, or obligation in favor of Lender.
Default in Favor of Third Parties. Should Grantor or any guarantor default under any loan, extension of credit, or security agreement, or purchase of sales agreement, in favor of any other creditor or person, that may affect any of the property subject to the above referenced Collateral Mortgage, or Grantor's or any guarantor's ability to perform their obligations hereunder and/or pertaining to the indebtedness.
Insolvency. Should the suspension, failure or insolvency, however adjudicated, of Grantor or any guarantor occur or exist.

WESTON M. SAMPSON, Notary Public, State of Louisiana, My Commission Expires 08/14/2010

COLLATERAL MORTGAGE

Borrower: Body Masters Sports Industries, Inc. (TIN: 72-0864063) P. O. Box 259 Rayne, LA 70578-0259	Lender: BANK OF COMMERCE & TRUST COMPANY (TIN: 720124890) RAYNE OFFICE 300 N ADAMS AVE P. O. BOX 49 RAYNE, LA 70578
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COLLATERAL MORTGAGE BY: Body Masters Sports Industries, Inc. UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF ACADIA

IN FAVOR OF:
BANK OF COMMERCE & TRUST COMPANY
RAYNE OFFICE
 And Any Future Holder or Holders

RECEIVED
 JUN 28 P 3:22
 CLERK OF COURT
 ACADIA PARISH

BE IT KNOWN, that on the 30th day of MARCH, 1999;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

Body Masters Sports Industries, Inc. TIN:72-0864063, a corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana, and has its registered offices at P. O. Box 259, Rayne, LA 70578-0259, appearing herein through its duly authorized representative(s), pursuant to a resolution of its Board of Directors, a certified copy of which is attached hereto and expressly made a part hereof;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Additional Advances. The words "Additional Advances" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

Encumbrances. The word "Encumbrances" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges, encumbrances, contractual and/or statutory security interests and rights of every nature and kind that, now and/or in the future, may affect the mortgaged Property or any part or parts thereof.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the Events of Default set forth below in the section titled "Events of Default."

Guarantor. The word "Guarantor" means and includes individually, collectively, and without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit or obligations that have been or may be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, and any and all promissory notes, including without limitation, Mortgagee's promissory note dated in Rayne, Louisiana, in the principal amount of U.S. \$5,000,000.00, and any and all amendments, substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Mortgagee's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgagor, and liabilities that Mortgagor may now and/or in the future incur in favor of Mortgagee, as well as Mortgagee's successors or assigns, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, or unsecured, or whether now existing or hereafter arising, or otherwise secured or unsecured, on a "several" or "joint and several" basis, as a principal obligor, or as a surety, guarantor, or endorser, of every nature and kind whatsoever,

FILED _____
 CLERK OF COURT
 ACADIA PARISH, LA.

EXHIBIT "E"

MORTGAGE
(Continued)

Loan No 20018012

Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as the Mortgage is cancelled in the manner provided above.

INSURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage.

Required Insurance. So long as this Mortgage remains in effect, Mortgages shall, at his sole cost, keep and/or cause others, at their expense, to keep the mortgaged Property constantly insured against loss by fire, by hazards included within the term "extended coverage," and by such other hazards (including flood insurance, where applicable) as may be required by the lender or approved in writing. Mortgages shall be in an amount not less than the full replacement value of the mortgaged Property, or such other amount or amounts as Mortgages may require. Mortgages shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Mortgages and Mortgages as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the mortgaged Property, and further containing a broad form contractual liability endorsement covering obligations to indemnify Mortgages as provided hereunder. Should the Real Property become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgages agree to obtain and maintain insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Insurance Companies and Policies. Mortgages may purchase such insurance from any insurance company or broker that is acceptable to Mortgages, provided that such insurance shall not be unreasonably withheld. All such insurance policies, including renewals and replacements, must also be in form and substance acceptable to Mortgages, and must additionally contain a lender's loss payee endorsement in favor of Mortgages, providing in part that (a) all proceeds of such insurance will be paid directly to Mortgages, and (b) no act or omission on the part of Mortgages, or any of its directors, officers, agents, employees or representatives, nor breach of any warranty contained in such policies shall affect the obligations of the insurer to pay the full amount of any loss to Mortgages. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or expiration of such insurance without at least thirty (30) days' prior written notice to Mortgages of such cancellation or expiration. Mortgages agrees to provide Mortgages with original copies of such policies of insurance. Mortgages further agrees to promptly provide Mortgages with copies of all renewal notices and, if requested by Mortgages, with copies of all replacement policies of insurance no later than fifteen (15) days before any such policy should expire. If Mortgages's insurance policies and renewals are held by Mortgages, Mortgages agrees to supply original or certified copies of the same to Mortgages within the time periods required above.

Property Losses and Claims. Mortgages agree to immediately notify Mortgages in writing of any material casualty to or accident involving the mortgaged Property, whether or not such casualty or loss is covered by insurance. Mortgages further agrees to promptly notify Mortgages of any insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any of the mortgaged Property is lost, damaged, or destroyed as a result of an insured hazard. Mortgages may submit such a claim to the insurance company on Mortgages's behalf, should Mortgages fail to do so for any reason. Mortgages hereby irrevocably appoints Mortgages as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policies of insurance and to endorse the name of Mortgages on any check or receipt for the proceeds thereof, it being understood, however, that unless and until Mortgages has given its prior approval of Mortgages (which approval shall not be unreasonably withheld), Mortgages will not settle or adjust any such claim without the prior approval of Mortgages.

Insurance Proceeds. Mortgages shall have the right to directly receive the proceeds of all such insurance protecting the mortgaged Property. In the event that Mortgages should receive any such insurance proceeds, Mortgages agrees to immediately turn over and to pay such proceeds directly to Mortgages. All insurance proceeds may be applied, at Mortgages's sole option and discretion, and in such a manner as Mortgages may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgages in this connection), for the purpose of: (a) repairing or restoring the destroyed Property; or (b) reducing the then outstanding balance of the indebtedness of Mortgages to Mortgages. Additional Advances that Mortgages may have made on Mortgages's behalf, together with interest thereon, Mortgages's receipt of such insurance proceeds and the application of such proceeds under this section shall be deemed to excuse Mortgages from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Mortgages. Furthermore, unless otherwise confirmed by Mortgages in writing, the release of any insurance proceeds by Mortgages shall not be deemed to cure or waive any Event of Default under this Mortgage.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Mortgages shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed, levied, or assessed against the mortgaged Property or against Mortgages. Mortgages further agrees to furnish Mortgages with evidence that such taxes, assessments, and governmental charges have been paid in full and in a timely manner.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgages agree that Mortgages's possession and use of the Property shall be governed by the following provisions:

Use of Mortgaged Property. Mortgages shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgages in writing, and in no event shall any of the mortgaged Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgages additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the mortgaged Property or to the roof thereof. Mortgages shall not permit the mortgaged Property, or any portion thereof, to be used by

MORTGAGE (Continued)

Loan No 20016012

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing of any attachment, lien, judicial process, claim, or other Encumbrance...

ing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance...

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

the right, within Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain insurance on the mortgaged Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage...

in the mortgaged Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage...

Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the mortgaged Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and improvements within its sole discretion.

to the mortgaged Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and improvements within its sole discretion.

Encumbrances. If Mortgagor should permit or allow any Encumbrance to be recorded or filed against the mortgaged Property, without having first obtained the written consent of Mortgagee, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

attach to or be recorded or filed against the mortgaged Property, without having first obtained the written consent of Mortgagee, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Mortgagee to make any such Additional Advances, or to take any of the above actions on Mortgagor's behalf, or as making Mortgagee in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or entity, resulting from Mortgagee's election not to advance any such additional sums or to take any such action or actions. In addition, Mortgagee's election to make Additional Advances and/or to take any above action or actions on Mortgagor's behalf, shall not constitute a waiver or forbearance by Mortgagee of any Event of Default under this Mortgage.

make any such Additional Advances, or to take any of the above actions on Mortgagor's behalf, or as making Mortgagee in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or entity, resulting from Mortgagee's election not to advance any such additional sums or to take any such action or actions. In addition, Mortgagee's election to make Additional Advances and/or to take any above action or actions on Mortgagor's behalf, shall not constitute a waiver or forbearance by Mortgagee of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagee further agrees to pay Mortgagee interest on the amount of such Additional Advances at the Note rate from the date of each such Advance until all such Advances are repaid in full. Mortgagee's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage up to a maximum of two (2) times the face amount of the aforesaid Note.

tionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagee further agrees to pay Mortgagee interest on the amount of such Additional Advances at the Note rate from the date of each such Advance until all such Advances are repaid in full. Mortgagee's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage up to a maximum of two (2) times the face amount of the aforesaid Note.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of any and all present and future indebtedness in favor of Mortgagee as may be outstanding from time to time, and all Additional Advances that Mortgagee may make on Mortgagor's behalf, together with interest thereon as provided herein up to a maximum principal amount of U.S. \$50,000.00, together with interest, costs, expenses, attorneys' fees and other fees and charges, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

As additional collateral security for the prompt and punctual payment and satisfaction of any and all present and future indebtedness in favor of Mortgagee as may be outstanding from time to time, and all Additional Advances that Mortgagee may make on Mortgagor's behalf, together with interest thereon as provided herein up to a maximum principal amount of U.S. \$50,000.00, together with interest, costs, expenses, attorneys' fees and other fees and charges, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the mortgaged Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

ter, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the mortgaged Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

see affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (a) utility service regarding the mortgaged Property, (b) cleaning, maintenance, repair, or similar services regarding the mortgaged Property, (c) refuse removal or sewer service regarding the mortgaged Property, (d) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the mortgaged Property, and/or (e) parking or similar services or rights regarding the mortgaged Property.

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Options. Any and all present and future options to sell or to lease the mortgaged Property, or any interests therein.

ged Property, or any interests therein.

Contract Rights. To the extent assignable and/or transferrable, any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for

of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for

MORTGAGE
(Continued)

Loan No 20018012

the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the indebtedness secured by this Mortgage. Mortgagee shall have the additional right, again at its sole option, to declare the amount of the indebtedness immediately due and payable, in principal, interest, costs and attorney's fees. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the mortgaged Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Mortgaged Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the mortgaged Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted to Mortgagee, up to the full amount of the Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon, up to a maximum of two (2) times the face amount of the aforesaid Note. To the extent applicable Louisiana law, Mortgagor additionally waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws and any delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (b) the demand and three (3) days' notice of seizure as provided under Articles 2283 and 2721 of the Louisiana Code of Civil Procedure; (c) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (d) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

Keeper. Should any or all of the mortgaged Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, as Keeper of the mortgaged Property as provided under La. R.S. 8:511. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided herein.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts, to be within his or her knowledge, shall constitute authentic evidence for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, when applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Events of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other consideration, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisal, the benefit of which is also expressly waived by Mortgagee. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:9-101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mortgage, or other transfer of title or assignment of the mortgaged Property, or any part or parts thereof, in full or in part, the indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically terminate and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and election.

Specific Performance. Mortgagee may, in addition to the foregoing remedies, in lieu thereof, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

Cumulative Remedies. Mortgagee's remedies as provided herein shall be cumulative in nature and nothing under this Mortgage shall be construed as to limit or restrict Mortgagee's options and remedies available to Mortgagee following any Event of Default, or to in any way limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or against any guarantor, surety or endorser of the indebtedness, or to proceed against other parties directly or indirectly securing any such indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgagee shall have the right, at its sole option and election, at any time, whether or not one or more Events of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor unconditionally agrees to deliver to Mortgagee, immediately following demand, by and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgagee, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

Mortgagee shall have the further right, whether or not an Event of Default then exists under this Mortgage, where appropriate and within Mortgagee's sole discretion, to file suit, either in Mortgagee's own name or in the name of Mortgagor, to collect any and all proceeds and payments that may then be due and owing under and/or as a result of such rights. When it is necessary for Mortgagee to attempt to collect any such proceeds and/or payments from the mortgagor, Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or release, or exchange all or any part of said obligation or indebtedness, without affecting the liability of Mortgagor under this Mortgage or under the indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and

MORTGAGE
(Continued)

Loan No 20018012

Singular.

Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Louisiana.

Severability. If any provision of this Mortgage is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Mortgage and the balance of this Mortgage shall be interpreted as if the deleted provision never existed.

Sole Discretion of Mortgagee. Whenever Mortgagee's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Mortgagee, and Mortgagee's decision shall be final and conclusive.

WAIVER OF CERTIFICATES. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and releases the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

POSSESSION OF FLEDGED NOTE. The parties to this Mortgage hereby agree that Mortgagee's possession of the aforesaid Note, at any time and for any reason, shall not have any effect upon the continued validity and/or enforceability of this Mortgage, and that Mortgagor may pledge and repledge the aforesaid Note, from time to time, one or more times, within Mortgagee's sole election and discretion, whether to Mortgagee or to any subsequent holder or holders of the aforesaid Note.

INTERVENTION. AND NOW, INTO THIS MORTGAGE INTERVENES Kenneth M. Yarb, a resident of Acadia Parish, LA, who accepts this Mortgage on behalf of Lender and any future holder(s) of the Note.

THIS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES:

x *Brett Robert*

x *Forester J. Hooper*

MORTGAGOR:

Body Meters Sports Industries, Inc.

By: *[Signature]*
James B. Forester, President

INTERVENOR ON BEHALF OF
MORTGAGEE

[Signature]
Kenneth M. Yarb
[Signature]
James D. Landon
NOTARY PUBLIC

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EXHIBIT "A"

- 1. *Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Fifty-six (56) to the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.*
- 2. *That certain tract or parcel of ground, together with all buildings and improvements situated thereon, lying immediately South of and adjoining Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of said Block Fifty-six (56), 240 feet to a point; thence running in a Southerly direction along the West boundary of public street, 220 feet; thence running West, 240 feet to a point; thence running North 220 feet to the point of beginning; said property measuring 240 feet running East and West by 220 feet running North and South, more or less, bounded on the North by Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George K. Bradford, on the East by abandoned right of way of Texas and Pacific Railroad and on the West by property of Cline Children Class Trust.*
- 3. *That certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, and fronting 60 feet on the South side of East Texas Avenue (Highway 90) by a depth between equal and parallel lines of 120 feet; said property being further described as beginning at the Northeast corner of Lot Six (6) of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of East Texas Avenue (Highway 90) 60.0 feet, more or less, to the Northwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running South along the West boundary of Lot One (1) of Block Fifty-six (56) of the Cunningham Division, 120 feet to the Southwest corner of said Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running West 60.0 feet, more or less, to the Southeast corner of Lot Six (6) of Block Fifty-five (55) of the Cunningham Division; thence running North along the East boundary of said Lot Six (6) of Block Fifty-five (55) of the Cunningham Division, 120.0 feet to the point of beginning.*
- 4. *Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East half of Lot Three (3) and all of Lots Four (4), Five (5), and Six (6) all located in Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.*
- 5. *Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.*
- 6. *That certain tract or parcel of ground, together with all buildings and improvements situated thereon located immediately South of and adjoining Lots Five (5) and Six (6) of Block Fifty-five (55) the Cunningham Division to the City of Rayne, Louisiana, and being described as measuring 130 feet by 220 feet, more or less, fronting 130 feet on East South First Street, running bank between parallel lines, a distance of 220 feet, more or less, said property being further described as beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence running in a Southerly direction along the west boundary of that certain 240 foot by 225 foot parcel of ground acquired by Robert T. Cline, et ux, from Rayne Plane, Inc. through Robert*

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P. Brenham, Bankruptcy Trustee, by deed dated January 19, 1985, recorded in Conveyance book Q-43, at page 625, Original Act No. 516286, records of Acadia Parish, Louisiana, to the Southwest corner thereof; thence running in a Westerly direction, 130.0 feet to a point; thence running in a Northerly direction along the East boundary of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana, 220 feet, more or less to a point along the South boundary of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana; thence running in an Easterly direction, 130 feet to the point of beginning.

7. Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana; said property being bounded on the North by Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana, and McGown Street, South by East South First Street and Lot Four (4) of Block Two (2) of the Bradford Addition, East by M. Constantin and West by the remainder of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana.
8. That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of Lot One (1) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
9. That certain lot or parcel of ground together with all buildings and improvements situated thereon being a portion of Lot Two (2) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, and more fully described as beginning at the Northwest corner of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence from said point of beginning running East along the North boundary of Lot Two (2) of Block Two (2) of the Cunningham Addition, 18.30 feet to a point; thence running South along the West boundary line of property owned by Elvis Daigle, 79 feet to a point; thence running East along the South boundary line of property owned by Elvis Daigle, 21.70 feet, more or less, to the East boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence running South along the East boundary line of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 41 feet to the Southeast corner of said Lot Two (2); thence running West along the South boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 40 feet to the Southwest corner of said Lot Two (2); thence running North along the West boundary line of said Lot Two (2), 120 feet to the point of beginning.
10. Those certain lots or parcels of ground together with all buildings and improvements situated thereon known and described as being the West 59.60 feet of the South 32 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
11. That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being the West 51 feet of the North 21 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana. Said property being further shown on that certain plat of survey prepared by Edmond E. Dupre, Jr., Registered Land Surveyor, dated January 5, 1979, attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.
12. That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of the West 59.6 feet of Lot Nine (9) of Block Two (2) of the Cunningham Addition of the City of Rayne, Parish of Acadia, State of Louisiana,

as per plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.

- 13. Those certain lots or parcels of ground together with all buildings and improvements situated thereon being a portion of Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana; said property being further described as beginning at the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Louisiana; thence from said point of beginning running East along the North boundary of said Lot Eleven (11), 59.60 feet to a point; thence running South 02 degrees 05 minutes West, 30.70 feet to a point; thence running North 88 degrees 00 minutes West, 59.60 feet to a point; thence running North 02 degrees 02 minutes East, 30.0 feet, more or less, to the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana. Said property being further shown on that plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.

Paraphed by James D. Landry, Notary Public, for identification with an act of mortgage from Body Masters Sports Industries, Inc., to Bank of Commerce & Trust Company, Rayne, Louisiana, passed before said Notary dated March 30, 1999.

James D. Landry
 Notary Public
 Acadia Parish, Louisiana

STATE OF LOUISIANA
 PARISH OF ACADIA
 I hereby certify that the above and foregoing is a true and correct copy of Original Act No. 454907 of 11 of record in this Office in Mortgage Book No. 5103 page 1 and in Conveyance Book No. U-36 of date 11/11/79 at 3:51 Book Q-11.
 Witness my hand and seal of office at Crowley, Acadia Parish, Louisiana, this 30 day of March A.D. 1999.
Richard S. Thomas
 Deputy Clerk

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Rebecca Stafford
ACADIA PARISH
DEPUTY CLERK
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STATE OF LOUISIANA /
PARISH OF ACADIA / ACT OF CORRECTION

Before the undersigned Notary Public in the presence of the undersigned competent witnesses personally came and appeared:

ROBERT THOMAS CLINE, (SSN: [REDACTED] 9999), married to and residing with Sherren LeBlanc, and the said SHERRAN LEBLANC CLINE, (SSN-434-68-4225), residents of and domiciled in Acadia Parish, Louisiana, whose address is

BODY MASTERS SPORTS INDUSTRIES, INC., (TAX ID #72-086063), a Louisiana corporation domiciled in Acadia Parish, Louisiana, appearing herein and represented by its duly undersigned representative,

who declared that by deed dated January 19, 1985, recorded in Conveyance Book Q-43, at page 625, Original Act No. 516285, records of Acadia Parish, Louisiana, appearing, Robert Thomas Cline and Sherren LeBlanc Cline, acquired from the Trustee of the Bankruptcy Estate of Rayne Plane, Inc., the following described property, to-wit:

1. Three certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Fifty-six (56) to the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
2. That certain tract or parcel of ground, together with all buildings and improvements situated thereon, lying immediately South of and adjoining Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of said Block Fifty-six (56), 240 feet to a point; thence running in a Southeasterly direction along the West boundary of public street, 220 feet; thence running West, 240 feet to a point; thence running North 220 feet to the point of beginning; said property measuring 240 feet running East and West by 220 feet running North and South, more or less, bounded on the North by Block No. Fifty-six (56) of the Cunningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George K. Bradford, on the East by abandoned right of way of Texas and Pacific Railroad and on the West by property of Cline Children Class Trust.

That by an Act of Exchange dated February 22, 1999, recorded in Conveyance Book L-56, at page 751, Original Act No. 658652, records of Acadia Parish, Louisiana, appearing, Robert Thomas Cline and Sherren LeBlanc Cline, transferred and conveyed unto appraiser, Body Masters Sports Industries, Inc., various tracts of land, it being the intention of appraiser, Robert Thomas Cline, Sherren LeBlanc Cline and Body Masters Sports Industries, Inc., that Robert Thomas Cline and Sherren LeBlanc Cline transfer in Body Masters Sports Industries, Inc., the various tracts of land set forth in said Act of Exchange along

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with the six lots and 220' x 240' tract of land hereinabove mentioned. Although it was the intention of the appearance to transfer and convey unto Body Masters Sports Industries, Inc., the six lots and the 220' x 240' tract of land hereinabove mentioned to Body Masters Sports Industries, Inc., by said Act of Exchange recorded in Conveyance Book L-56, at page 751, Original Act No. 658052, records of Acadia Parish, Louisiana, said properties were inadvertently omitted from the Act of Exchange.

Considering the foregoing and for the same consideration originally recited in the Act of Exchange dated February 22, 1999, recorded in Conveyance Book L-56, at page 751, Original Act No. 658052, records of Acadia Parish, Louisiana, appears, Robert Thomas Cline, Sherran LeBlanc Cline and Body Masters Sports Industries, Inc., desire to correct and reform said Act of Exchange to include in the properties received by Body Masters Sports Industries, Inc., the six lots and the 220' x 40' tract of land hereinabove set forth.

Appears, Robert Thomas Cline, Sherran LeBlanc Cline and Body Masters Sports Industries, Inc., acknowledge and ratify that certain Act of Mortgage from Body Masters Sports Industries, Inc., to Bank of Commerce & Trust Company, Rayne, Louisiana, dated and recorded March 30, 1999, in Mortgage Book 563, at page 1, Original Act No. 659626, records of Acadia Parish, Louisiana, in the amount of \$5,000,000.00 and that certain mortgage dated June 23, 1999, recorded in Mortgage Book 568, at page 534, Original Act No. 663086, records of Acadia Parish, Louisiana, in the amount of \$458,017.58 in favor of Bank of Commerce & Trust Company.

I, the undersigned Notary Public, do hereby request that the Clerk of Court in and for Acadia Parish, Louisiana, make note of this act of correction in the margin of his records in Conveyance Book L-56, at page 751, Original Act No. 658052, records of Acadia Parish, Louisiana, in Mortgage Book 568, at page 534, Original Act No. 663086, records of Acadia Parish, Louisiana, and in Mortgage Book 563, at page 1, Original Act No. 659626, records of Acadia Parish, Louisiana.

THIS DONE AND SIGNED at Rayne, Acadia Parish, Louisiana, this 12th day of June, 2006, in the presence of the undersigned competent witnesses who have signed with appears and me, Notary, after due reading.

WITNESSES:

Edna Alston
Print Name: EDNA ALSTON

Robert T. Cline
ROBERT T. CLINE

Jessette H. Dupuis
Print Name: JESSETTE H. DUPUIS

Glenn B. Foreman
Notary Public, Acadia Parish, Louisiana
Print Notary Name: Glenn B. Foreman
Print Notary Number: 2002-25576

THIS DONE AND SIGNED at Rayne, Acadia Parish, Louisiana, this 13th day of January, 2006, in the presence of the undersigned competent witnesses who have signed with appearance and in Notary, after due reading.

WITNESSES:

Edna Alston
Print Name: EDNA ALSTON

Sherran LeBlanc Cline
SHERRAN LEBLANC CLINE

Josette H. Dupuis
Print Name: Josette H. Dupuis

Glenn B. Foreman
Notary Public, Acadia Parish, Louisiana
Print Notary Name: Glenn B. Foreman
Print Notary Number: 25675

THIS DONE AND SIGNED at Rayne, Acadia Parish, Louisiana, this 13th day of January, 2006, in the presence of the undersigned competent witnesses who have signed with appearance and in Notary, after due reading.

WITNESSES:

Edna Alston
Print Name: EDNA ALSTON

BODYMASTERS SPORTS INDUSTRIES, INC.
BY: Robert Thomas Cline
ROBERT THOMAS CLINE

Josette H. Dupuis
Print Name: Josette H. Dupuis

Glenn B. Foreman
Notary Public, Acadia Parish, Louisiana
Print Notary Name: Glenn B. Foreman
Print Notary Number: 25675

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**RESOLUTION OF THE BOARD OF DIRECTORS
OF BODYMASTERS SPORTS INDUSTRIES, INC.**

BE IT RESOLVED, that **ROBERT T. CLINE** be and he is hereby authorized to execute on behalf of Body Masters Sports Industries, Inc., an act of correction correcting the following instruments: Act of Exchange dated February 22, 1999, recorded in Conveyance Book L-56, at page 71, Original Act No. 658052, records of Acadia Parish, Louisiana; Act of Mortgage from Body Masters Sports Industries, Inc., to Bank of Commerce & Trust Company, Rayne, Louisiana, dated and recorded March 30, 1999, in Mortgage Book 563, at page 1, Original Act No. 659626, records of Acadia Parish, Louisiana, in the amount of \$5,000,000.00 and that certain mortgage dated June 23, 1999, recorded in Mortgage Book 565, at page 534, Original Act No. 663086, records of Acadia Parish, Louisiana; confirming title of the below described property in the name of Body Masters Sports Industries, Inc.:

1. These certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Fifty-six (56) to the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
2. That certain tract or parcel of ground, together with all buildings and improvements situated thereon, lying immediately South of and adjoining Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of said Block Fifty-six (56), 240 feet to a point; thence running in a Southerly direction along the West boundary of public street, 220 feet; thence running West, 240 feet to a point; thence running North 220 feet to the point of beginning; said property measuring 240 feet running East and West by 220 feet running North and South, more or less, bounded on the North by Block No. Fifty-six (56) of the Cunningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George E. Bradford, on the East by abandoned right of way of Texas and Pacific Railroad and on the West by property of Cline Children Class Trust.

Upon being put to a vote, the resolutions were unanimously carried and confirmed.

Robert T. Cline
Secretary

I, Robert T. Cline, Secretary of Body Masters Sports Industries, Inc., a Louisiana

corporation do hereby certify that the above is a true and correct copy of a resolution unanimously passed by the Board of Directors of said corporation, at a duly called meeting held

Rayne, La.

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Robert T. Cline
Secretary

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COMMERCIAL SECURITY AGREEMENT (Continued)

Collateral, for any purpose other than those previously agreed to by Lender in writing; but in no event shall...

Required Insurance. So long as this Agreement remains in effect, Grantor shall, at its sole cost, keep and...

Grantor may purchase such insurance from any insurance company or broker that is acceptable to Lender...

Grantor agrees to notify Lender in writing of any material casualty to or accident involving the Collateral...

Insurance Proceeds. Lender shall have the right to directly receive the proceeds of all insurance policies...

Lender's receipt of such insurance proceeds and the application of such proceeds as provided herein shall...

Insurance Records. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy...

Prior Encumbrances. To the extent applicable, Grantor shall fully and finally perfect any and all of...

Future Encumbrances. Grantor shall not, without the prior written consent of Lender, grant any Encumbrance...

Notice of Encumbrances. Grantor shall immediately notify Lender in writing upon the filing of any attachment...

Books and Records. Grantor will keep proper books and records with regard to Grantor's business activities...

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided...

any of the Collateral be listed in any form of insurance coverage. Grantor...

shall be, so long as this Agreement remains in effect, the Collateral never has been, and never...

or cause others, at their expense, to transport, and by such other hazards...

involves that such approval may not be unreasonably withheld. All such insurance policies, including ratesheets and replacements...

Grantor further agrees to promptly notify Lender of any material casualty to or accident involving the Collateral...

Collateral. In the event that any insurance proceeds are payable to Lender, Lender shall determine...

however, effect the lien of this Agreement, replace or endorse any lost or stolen insurance, and whether or not such casualty...

any of insurance showing such information as Lender may reasonably request including the following: (a) the name of the insurer; (b) the date...

in obligations under any prior agreement, or any other extension of credit, or any other extension of credit...

not may affect the Collateral, or any part thereof, nor shall Grantor permit or consent to any Encumbrance...

and the Collateral in which a security interest is granted hereunder, in accordance with generally accepted accounting principles...

provided below with respect to the Collateral and to collect accounts. Until default and except as otherwise provided...

Continuation of Judgment. For purposes of foreclosure under Louisiana mandatory process procedure, acknowledge to be indebted unto and in favor of Lender, up to the full amount of the indebtedness, in the amount of all additional advances that Lender may make on Grantor's behalf pursuant to this Agreement to a maximum of two (2) times the face amount of the aforesaid Note. To the extent permitted under additionally include: (a) the benefit of appraisal as provided in Articles 2332, 2338, 2723 and 2724 of the Louisiana Code of Civil Procedure; (b) the demand and three (3) days' delay as provided under Article 2331 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Article 2331 and 2722 of the Louisiana Code of Civil Procedure; and (d) the three (3) days' delay provided under Article 2331 and 2722 of the Louisiana Code of Civil Procedure and all other articles not specifically mentioned

Grantor consents judgment and principal, interest, costs, expenses, delayed unto and in favor of Lender, together with interest thereon, up applicable Louisiana law, Grantor shall Code of Civil Procedure, and ad under Articles 2331 and 2721 of 21 of the Louisiana Code of Civil Civil Procedure; and (e) all other Articles not specifically mentioned

Keeper. Should any or all of the Collateral be seized as an incident to an action for the recognition of mandatory process, adjudication, attachment, writ of fieri facias or otherwise, Grantor hereby agrees that the requested, or any, time thereafter, as Keeper of the Collateral as provided under La. R.S. 9:3136, et seq. reasonable compensation. Grantor agrees to pay the reasonable fees of such Keeper, which compensation by this Agreement in the form of an additional advance as provided herein.

subsequent of this Agreement, by bail issuing any such order shall, if Lender at the time such seizure is such a Keeper shall be entitled to the Keeper shall also be secured

Declaration of Fact. Should it become necessary for Lender to foreclose under this Agreement, all declarations authentic and before a Notary Public in the presence of two witnesses, by a person declaring such facts shall constitute sufficient evidence for purposes of mandatory process and also for purposes of La. R.S. 9:311 R.S. 9:312-602, as applicable.

of fact, which are made under to be within his or her knowledge, R.S. 9:311, La. R.S. 9:312(D)(6) and La.

Deliver Collateral. This provision applies, to the extent applicable, if and when the Collateral for any reason Louisiana following the commencement of any Event of Default, or should there be a subsequent change in Louisiana Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certain relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and real contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may that Lender makes reasonable efforts to return them to Grantor after repossession.

an is located outside the State of the law permitting such repossession, size of title and other documents kind a place to be designated by the Collateral. If the Collateral takes such other goods, provided

Public or Private Sale of Collateral. To the extent that any of the Collateral is then in Lender's possession, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in its own name or that of Grantor, public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily Lender will give Grantor reasonable notice of the time and place at which any private sale or any other intended sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before, if all expenses relating to the disposition of the Collateral, including without limitation the expenses of reposing, if and selling the Collateral, shall become a part of the indebtedness secured by this Agreement and shall be payable the Note rate from date of expenditure until repaid. Grantor agrees that any such sale shall be conducted in a commercially reasonable manner if it is made consistent with the standard of similar sales of collateral by come:

under shall have full power to sell, Lender may sell the Collateral of any sold on a recognized market, position of the Collateral is to be the time of the sale or disposition, taking, insuring, preparing for sale table on demand, with interest if y claimed to be constituted in a total barrier in RAYNE, Louisiana.

Appoint Receiver. This provision applies if and when the Collateral for any reason is located outside the boundaries of any Event of Default, or should Louisiana law change or be interpreted in a manner which would deprive rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and his or her indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from (

State of Louisiana following the Lender shall have the following of right, (b) the receiver former shall become part of the as of expenditure until repaid.

Collateral Revenues, Apply Accruals. Lender shall have the right, at its sole option and election, at any time, in of Default then exist under this Agreement, to directly collect and receive all proceeds and/or payments arising the Collateral, as such amounts become due and payable. In order to permit the foregoing, Grantor unconditionally indorsing demand, pay and all of Grantor's records, ledger sheets, and other documentation, in the regard to the Collateral and any and all proceeds and/or payments applicable thereto.

other or not one or more Events vide or in any way securing from only agree to deliver to Lender, form requested by Lender, with

Lender shall have the further right, whether or not an Event of Default then exists under this Agreement, when sole discretion, to file suit, either in Lender's own name or in the name of Grantor, to collect any and all proceeds and/or in the future be due and owing under this Agreement, and if as a result of such it is necessary for Lender proceeds and/or payments from the obligors thereof, Lender may compromise, settle, extend, or reserve for (i) than the original period any obligation or indebtedness hereunder, or otherwise, release said obligation or indebtedness, without affecting the liability of Grantor under this Agreement or under the Note hereby irrevocably constitutes and appoints Lender as its attorney-in-fact, coupled with an interest and with full and all such powers and any and all other actions permitted hereby, either in the name of Grantor or Lender.

appropriate and within Lender's due and payments that may then or to attempt to collect any such y period (whether or not longer y, or exchange all or any part of business. To that end, Grantor cover of substitution, to take any

Additional Expenses. In the event that it should become necessary for Lender to conduct a search for any of any foreclosure action, or should it be necessary to remove the Collateral, or any part or parts thereof, from the the Collateral is then located, and/or to store and/or refurbish such Collateral, Grantor agrees to reimburse L such a search and/or removing and/or storing and/or refurbishing such Collateral, which additional expenses all of this Agreement.

the Collateral in connection with premises in which or on which sider for the cost of conducting L also be secured by the fee of

Specific Performance. Lender may, in addition to the foregoing remedies, or in lieu thereof, in Lender's appropriate action against Grantor seeking specific performance of any covenant contained herein, or in aid of any power herein granted.

sole discretion, commence an he execution or enforcement of

Obtain Deficiency. Lender may obtain a judgment against Grantor for any deficiency remaining on the application of all amounts received from the exercise of the rights provided in this Agreement and any Related Documents.

statements due to Lender after current,

Other Rights and Remedies. In addition, Lender shall have and may exercise any or all other rights and remedies in equity, or otherwise.

as it may have available at law,

Cumulative Remedies. All of Lender's rights and remedies, whether set forth by this Agreement or the Note, shall be cumulative and may be exercised separately or concurrently. Election by Lender to pursue any of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

nd Documents or by any other mity shall not exclude pursuit or under this Agreement, after

ASSIGNMENT OF INTERESTS. Grantor hereby recognizes and agrees that Lender may assign all or any portion more third party creditors. Such assignment may include, but are not limited to, sales of participatory interests in the (b) agrees and consents to all such transfers and assignments and further waives any subsequent notice of such transfers provided under applicable law. Grantor additionally agrees that any and all of the indebtedness in favor of such a third party assignee, for the limited

of the indebtedness to one or satisfied. Grantor specifically es or assignments as may be party assignee, for the limited

PROTECTION OF LENDER'S SECURITY RIGHTS. Grantor will be fully responsible for any claims that Lender may have then Lender exercising any rights or interest in or to the Collateral. Grantor agrees to appear in and to defend all actions which Lender's security interests in any of the Collateral subject to this Agreement and any of the rights and powers granted Grantor fails to do what is required of it under this Agreement, or if any action or proceeding is commenced affecting Lender's security interests or the rights and powers granted under this Agreement, then Lender may, without obligations under this Agreement, do whatever Lender believes to be necessary and proper within its sole discretion Agreement, including without limitation making additional advances on Grantor's behalf as provided herein.

as a result of anyone other s or proceedings purporting to sed Lender hereunder. In the) naming Lender as a party or losing Grantor from any of its to protect the security of this

INDEMNIFICATION OF LENDER. Grantor agrees to indemnify, to defend and to save and hold Lender harmless obligations, damages, losses, costs, expenses (including without limitation Lender's attorneys' fees), disbursements, liabilities of any nature whatsoever that may be asserted against or incurred by Lender arising out of or in any manner connected exercise of the rights and remedies granted Lender hereunder. The foregoing indemnity provisions shall survive the cancellation of this Agreement and shall survive the termination of this Agreement following default hereunder.

from any and all claims, suits, penalties, fines and forfeitures ad by this Agreement and the cancellation of this Agreement as rder elects to exercise any of

EXECUTION OF ADDITIONAL DOCUMENTS. Grantor agrees to execute all additional documents, instruments and deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Lender, to keep this Agreement in effect, to better reflect the true intent of this Agreement, and to cooperate fully with all of the transactions contemplated hereby and by an or document heretofore, now or at any time or times hereafter established by Grantor and delivered to Lender.

agreements that Lender may Agreement in effect, to better other agreement, instrument

INSPECTION; AUDITS. Lender and its agents may periodically enter upon Grantor's premises at reasonable hours and inspect the Collateral.

and inspect the Collateral.

15th JUDICIAL DISTRICT COURT FOR THE PARISH OF ACADIA
STATE OF LOUISIANA

DOCKET NO. _____

DIV: ' _____ "

RAYNE PROPERTIES, LLC

VERSUS

BODY MASTERS SPORTS INDUSTRIES, INC.

FILED: _____

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ACADIA PARISH
DEPUTY CLERK

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ACADIA

BEFORE ME, the undersigned Notary Public, personally came and appeared Mark Knight, who being duly sworn, deposed and stated as follows:

1. That he is person of the full age of majority and is the Manager of Plaintiff, Rayne Properties, LLC ("Rayne");
2. That he makes this Affidavit under the provisions of Louisiana Revised Statute § 9:3504;
3. That Rayne is the holder and owner for value and before maturity of a certain Promissory Note (the "Note") executed by Body Masters through its president, Glenn B. Foreman, payable to the order of the Bank in the principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), dated as of March 31, 1999;
4. That the Note bears interest on the principal amount assessed on a variable rate basis at the rate per annum equal to 1.0% percentage point over the "prime rate" published by the Wall Street Journal (the "Rate");
5. That pursuant to the terms of the Note, the Rate may be adjusted from time to time, one or more times, but not more often than each first day of each calendar quarter with the Rate never to exceed that maximum amount allowed by law;

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EXHIBIT "H"

6. That the "prime rate" reflected in the Wall Street Journal as of March 31, 1999 was 7.75% per annum, making the initial Rate for the Note 8.75%.

7. That he relied on Exhibit "A" attached hereto entitled Inquiry Account Information (for Account No. 220018012) in preparing this Affidavit and in preparing the facts pleaded in the Verified Petition for Executory Process and Appointment of Keeper (the "Petition");

8. That Exhibit "B" attached hereto reflects the "prime rate" published by the Wall Street Journal, from time to time showing the rate of 7.75% in effect on March 31, 1999, and showing each subsequent date on which the "prime rate" was changed during the course of the Note through the date of the filing of the Petition;

9. That Exhibit "C" attached hereto reflects the Rate charged on the Note from March 31, 1999 through the date of the filing of this Petition;

10. That the Rate as of the day of Filing is 5.60% per annum.

After which affiant sayeth naught.

WITNESSES:

[Signature]
Name: Melissa Gaudin
(Please Print)

[Signature]
Mark Knight, Manager

[Signature]
Name: Michelle L. Boudreau
(Please Print)

[Signature]
NOTARY PUBLIC #57003

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EXHIBIT "A"

08/14/09 02:42p Bank of Commerce & Trust 7835029

P. 2

Loan Inquiry - Account Information

Goings your core experience

CALLER: LMS88 5781

Loan Inquiry - Account Information

Body Makers Sports Inc, Inc
 PO Box 288
 Ridge LA 70278-0288

Account Number 220016712 Term 31 2

Real Estate (Initial All Others)
 DCMN 6,000,000.00 DTG 3/30/99CHPT

Pay code Regular loan payment

Officer Kenneth Webb

Current balance	1,501,176.12
Accrued interest	82,788.77
Late charges due	.00
Payment amount	11,042.94
Partial payment	1.00
Current payoff	1,583,965.93
Amount now due	82,794.39

Interest rate	
Term / Payment freq	24 M
Extended / Renewed	
Part (to 30/60/90)	30/7/5
Original loan date	3/30/99
Last payment date	7/27/08
Next payment due date	8/20/08
Maturity date	3/30/99
Original balance	1,584,284.00
Daily interest	240.771

Messages Past due Warning codes

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EXHIBIT "B"

Wall Street Journal Historical Rate

Date	WSJ Rate	WSJ Rate + .00
11/18/1998	7.75	8.75
7/1/1999	8.00	9.00
8/25/1999	8.25	9.25
11/17/1999	8.50	9.50
2/3/2000	8.75	9.75
3/22/2000	9.00	10.00
5/17/2000	9.50	10.50
1/4/2001	8.00	10.00
2/1/2001	8.50	9.50
3/21/2001	8.00	9.00
4/19/2001	7.50	8.50
5/16/2001	7.00	8.00
6/28/2001	6.75	7.75
8/22/2001	6.50	7.50
8/18/2001	6.00	7.00
10/3/2001	5.50	6.50
11/7/2001	5.00	6.00
12/12/2001	4.75	5.75
11/7/2002	4.25	5.25
6/27/2003	4.00	5.00
7/1/2004	4.25	5.25
8/11/2004	4.50	5.50
9/22/2004	4.75	5.75
11/10/2004	5.00	6.00
12/4/2004	5.25	6.25
2/2/2005	5.50	6.50
3/22/2005	5.75	6.75
5/3/2005	6.00	7.00
6/30/2005	6.25	7.25
8/9/2005	6.50	7.50
8/21/2005	6.75	7.75
11/1/2005	7.00	8.00
12/13/2005	7.25	8.25
1/31/2006	7.50	8.50
3/28/2006	7.75	8.75
5/10/2006	8.00	9.00
6/29/2006	8.25	9.25
8/18/2007	7.75	8.75
10/31/2007	7.50	8.50
12/11/2007	7.25	8.25
1/22/2008	6.50	7.50
1/30/2008	6.00	7.00
3/18/2008	5.25	6.25
4/30/2008	5.00	6.00
10/8/2008	4.50	5.50
10/29/2008	4.00	5.00
12/16/2008	3.25	4.25

47460_1

EXHIBIT 'C'

Rate of Interest charged by Bank of Commerce and Trust Company from Commencement

Date	Effective Date	Bank Old Rate	Bank New Rate
3/31/1999	3/31/1999		8.7600
10/1/1999	10/1/1999	8.7500	9.2600
1/3/2000	1/1/2000	9.2500	8.5000
4/3/2000	4/1/2000	9.5000	9.7500
7/3/2000	7/1/2000	9.7500	10.5000
4/2/2001	4/1/2001	10.5000	9.5000
4/3/2001	4/1/2001	9.5000	9.0000
7/2/2001	7/1/2001	9.0000	8.0000
7/3/2001	7/1/2001	8.0000	7.7500
10/1/2001	10/1/2001	7.7500	7.5000
10/8/2001	10/1/2001	7.5000	7.0000
1/2/2002	1/1/2002	7.0000	6.0000
1/3/2002	1/1/2002	6.0000	5.7500
1/2/2003	1/1/2003	5.7500	5.2500
7/1/2003	6/27/2003	5.2500	5.0000
7/8/2004	7/1/2004	5.0000	5.2500
10/1/2004	10/1/2004	5.2500	5.5000
1/3/2005	1/1/2005	5.5000	6.2500
7/1/2005	7/1/2005	6.2500	7.0000
7/6/2005	7/1/2005	7.0000	7.2500
10/4/2005	10/1/2005	7.2500	7.7500
1/4/2006	1/1/2006	7.7500	8.2500
3/31/2006	4/1/2006	8.2500	8.5000
4/4/2006	4/1/2006	8.5000	8.7500
6/30/2006	7/1/2006	8.7600	9.2600
10/1/2007	10/1/2007	9.2500	8.7500
12/31/2007	1/1/2008	8.7500	8.2500
4/1/2008	4/1/2008	8.2500	6.2500
7/1/2008	7/1/2008	6.2500	6.0000

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 ACADIA PARISH

15th JUDICIAL DISTRICT COURT FOR THE PARISH OF ACADIA

STATE OF LOUISIANA

No. _____

Division " "

RAYNE PROPERTIES, LLC

VERSUS

BODY MASTERS SPORTS INDUSTRIES, INC.

FILED: _____

Deputy Clerk

VERIFICATION AND AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ACADIA

BE IT KNOWN, that on this ___ day of January, 2009, before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, came and appeared:

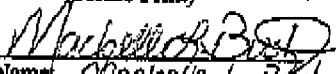
Mark Knight

a person of full age of majority and resident of the Parish of Lafayette, State of Louisiana, who, being duly sworn, did depose and say that he is the Manager of Rayne Properties, LLC; that he has personal knowledge of, and has read, all the facts and allegations contained in the above and foregoing Verified Petition for Executory Process and Appointment of Keeper, and that same are all true and correct.

WITNESSES:


Name: M. P. Maux
(Please Print)


Mark Knight, Manager


Name: Rachelle L. Boyd
(Please Print)


NOTARY PUBLIC # 57053

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