TAUG. 14. 2009 8:10AM 8/13/2009 7:25:42 AM PAGE 3/070 NO. 493 Server

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

TRADEMARK ASSIGNMENT										
Electronic Versio Stylesheet Versic			_	08/11/2009 900140690						
SUBMISSION TYPE:]	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:				MORTGAGE	<u>. </u>	 -	 _			
CONVEYING PAR	TY DAT	A .	!!			·				
Name				Formerly	Execution Date	Entity	Туре			
Body Masters Spo Inc.	orts Indus	tries,			04/01/2009	CORPORATION				
RECEIVING PART	Y DATA									
Name:	Ravi	- Properties	- 1 1			 _	· · · · ·			
Street Address:		Rayne Properties, L.L.C. 2727 S.E. Evangeline Thruway								
City:		Lafayette								
State/Country:		LOUISIANA								
Postal Code:	=;	70508								
Entity Type:										
The state of the s										
PROPERTY NUMB	ERS To	tal: 2		•						
Property Type		Number			Word Mark	1 1				
Registration Number:		1654412		BODY MASTERS	-		,			
Registration Number: 2777780		277 7780	BASIX							
CORRESPONDENC	DE DATA			<u> </u>	<u> </u>		<u> </u>			
Fax Number:		(504)582-11;					\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.						.:				
	Email: wsharples@gordonarata.com									
Correspondent Name: Weston W. St. Address Line 1: 201 St. Charle						-				
Address Line 1: 201 St. Charles Ave. Address Line 2: 40th Floor										
Address Line 4: New Orleans, LOUISIANA 70170							' 			
NAME OF SUBMITTER:			V	Veston W. Sharples	 	<u> </u>				
Signature:			/	Weston W. Shamles/		· ·				
Date:			0	8/11/2009	<u> </u>					
				· · · · · · · · · · · · · · · · · · ·						

TRADEMARK REEL: 004044 FRAME: 0001 'O!WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

Total Attachments: 65 source=Sheriff's Deed#page3.tif source=Sheriff's Deed#page4.lif source=Sheriff's Deed#page5.tif source=Sheriff's Deed#page6.tif source=Sheriff's Deed#page7.tif source=Sheriff's Deed#page8.tif source=Sheriff's Deed#page9.tif source=Sheriff's Deed#page10.tif source=Sheriff's Deed#page11.tif source=Sheriff's Deed#page12.tif source=Sheriff's Deed#page13.tif source=Sheriff's Deed#page14.tif source=Sheriff's Deed#page15.tif source=Sheriff's Deed#page16.tif source=Sheriff's Deed#page17.tif source=Sheriff's Deed#page18.tif source=Petition for Executory Process Exhibits#page1.tif source=Petition for Executory Process Exhibits#page2.tif source=Petition for Executory Process Exhibits#page3.tff source=Petition for Executory Process Exhibits#page4.tif source=Petition for Executory Process Exhibits#page5.tif source=Petition for Executory Process Exhibits#page6.tif source=Petition for Executory Process Exhibits#page7.tlf source=Petition for Executory Process Exhibits#page6.tif source=Petition for Executory Process Exhibits#page9.tif source=Petition for Executory Process Exhibits#page10.tif source=Petition for Executory Process Exhibits#page11.tif source=Petition for Executory Process Exhibits#page12.tif source≈Petition for Executory Process Exhibits#page 13.tif source=Petition for Executory Process Exhibits#page14.tif source=Petition for Executory Process Exhibits#page15.tif source=Petition for Executory Process Exhibits#page 16,tif source=Petition for Executory Process Exhibits#page17.tif source=Petition for Executory Process Exhibits#page18.tif source=Petition for Executory Process Exhibits#page 19.tif source=Petition for Executory Process Exhibits#page20.tif source=Petition for Executory Process Exhibits#page21.tif source=Petition for Executory Process Exhibits#page22.tif source=Petition for Executory Process Exhibits#page23.tif source=Petition for Executory Process Exhibits#page24.tif source=Petition for Executory Process Exhibits#page25.tif source=Petition for Executory Process Exhibits#page26.tif source=Petition for Executory Process Exhibits#page27.tif source=Petition for Executory Process Exhibits#page28.tif source=Petition for Executory Process Exhibits#page29.tif source=Petition for Executory Process Exhibits#page30.tif source=Petition for Executory Process Exhibits#page31.tif source=Petition for Executory Process Exhibits#page32.tif source=Petition for Executory Process Exhibits#page33.tif source=Petition for Executory Process Exhibits#page34.tif source=Petition for Executory Process Exhibits#page35.tif source=Petition for Executory Process Exhibits#page36.tif source=Petition for Executory Process Exhibits#page37.tif

TRADEMARK
REEL: 004044 FRAME: 0002

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TRADEMARK REEL: 004044 FRAME: 0003

or. 'M. C. C.

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

0200910105 Rayne Properties, Llc Body Masters Sports Industries

The foregoing and hereunto attached writ of <u>SEIZURE & SALE</u> was received in my office on <u>01/29/09</u>, and on the <u>19</u> day of <u>February 2009</u>, in execution thereof, <u>1</u> proceeded to <u>seize</u> 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 Rebruary ,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 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 saidure 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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TRADEMARK
REEL: 004044 FRAME: 0004

O: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 Fiftysix (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 Clark of Court for Acadia Parish, Louisiana.
- 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 Cumingham 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.
- (¢) 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 Louisians; 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 Cumningham Division, 120 feet to the Southwest corner of said Lot One (I) 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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- **(I)** 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 parellel 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 Louisianz, thence running in a Southerly direction along the west boundary of that certain 240 foot by 225 foot parcel of ground sequired by Robert T. Cline, et ux, from Rayne Plane, Inc. through Robert P. Brenham, Bankruptcy Trustce, by deed dated January 19, 1985, recorded in Conveyence book Q-43, at page 625, Original Act No. 516286, records of Acadia Parish, Louisiana, to the Southwest comer 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.
- (8) 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 Cumingham 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 intprovements situated thereon known and described as being all of Lot One (1) of Block Two (2) of the Cumingham 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 Cumningham 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, Louisiane; 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, Louisians, 40 feet to the Southwest comer 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. Dopre', 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.
- (I) 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 Ciry 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 LeBlane Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 545907, records of Acadia Parish, Louisiana.
- Those certain lots or parcels of ground together with all buildings and (m) 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 Bleven (11) of Block Two (2) of the Cumningham Addition to the City of Rayne, Louisians, 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 Cumringham 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, batture, and batture rights, servitudes and casements 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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UAUG. 14. 2009

- (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 metter 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 reccipts, 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 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 form 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 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 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.
- Any and all of Debtor's now owned and hereafter acquired equipment, (c) machinery, furniture, furnishings and fixtures of every type and description, and all accessories, attachmenta, 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 fining 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 culores 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

'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:

E	Description	Mode) #	Carrier #
	I. Mazak Quick Turn - 20	TN-20	Serial #
	Jones Lamson Lathe (Tomet)	7-A	1 <u>22225</u>
2	Mazak Lathe (Yamazaki)	870	201792
4	. Warner & Swarcy Lathe	SBL400	81327
	C&C Plasma Torch W/CNC	SECUMENT	20259
6	. Controls & Starter Box		
7	HAAS VF 3 (Vrt. Milling)		i
	w/Pallet System	Chia sena e	
9	HAAS SL30T W/Servo Bar	SN15936	414
	HAAS Vertical Machine W/ Chip	62181	73
	Conveyor System, Cooling System		
10	O. Spindle & Tank	TOTAL TOTAL	
13		VF3APC	
12	2. (2) T-Slotted Pallets for SUS-250-S	250-SL-10050	
13	· · · · · · · · · · · · · · · · · · ·		_
14	i. (2) Pallet Storage Racks		
15	Florann Tapping Arm (TA01)	Tris manner and	
16	EX Cell O Tap Ann (TA03)	DL052B-44	41711993
17	Lagun-1100 Anilam Mill (ML02)	440V	751 0 226
18		FTV-2	902230064-5
19	Dates Auto Drill Sharpener	ML06 H-4-A	85-041 <i>56</i> 31
20	. (15) Lincoln Welders	37.466	
21	Mottison Keysester (KED1)	V-300	
22	Hyster-60 (FL1) (Poor Condition)	419024-LS	K682121
23		6-Ton	4890631
24	Hyster 80 XL-2		•
25	• · · · · · · · · · · · · · · · · · · ·	The bear one	
26			6157
27		GD-506	76-69824
28,		3) WALK-IN	3464
20,	· · · · · · · · · · · · · · · · · · ·		
29.	w/filter & Dust Collector	#16	
30.			
30. 31.			
32.	·		
33.			
34.	(-) H-man (-)4)	5 Ton	
35,		2 Too	
36.		3 Ton	
	Eccapac Press (PROI) ACU-Press (PRO2)	6DT	
38.	Pipe Bender	75 T	
39.	_ •		
40.			
41,	Dolta Band Saw	DC 50	14143
42.	Aristotal Tarital A Tarin	SA 13	
43.	Archdele Radiol Arm Drill	3100-266000	18 .
44_	Loland & Gifford Multi-Head Drill - 4	H 225F	
45.	Leband & Gifford Multi-Head Drill - 4)	7 9131B8	10313
46,	Leiand & Cifford Multi-Head Drill - 4) Dust Collecture (Blasting Equipment)	1 3K220A9Z9	10123
47.	Down Flo Collector W/Electrical Panel	i	
48.	Easishup Edge Machine		DFT4-16
49.	Nordson Air Dryer	XK580	P9Z01 `
50,	(2) Craftsman Band Saws (\$10)	R30A	60884G4A23
51.	Kal, Temberh Saw (SA01)	113-243311	7191-P0012
52.	Hyde-Mech Band Saw (SA03)	KKS400DRNA	110082
. 53.	Hyde-Mech Saw (SA040)	H16	D109301B
54.	Jet Band Saw (SA06)	S-208	41194331
55.	Dolta Radical Ann Saw (SA07)	JBS18	436356
56.	Rockwell Hand Saw (SA08)		R6CD6335
57.	Powermatic Table Saw (SA09)		
58.	(3) Consew Sewing Machines	· 13316400 e m m	
59 .	Rockwell Bank Saw (SA08)	HZ264D4637	1
60,	End Finishing Machine	één sa	CC050 W
61.	Guide Rod (DROI) Bench Grinder	660-50	66050-PR B8332
62.	Bench Grinder (GR0Z)		_
63.	Ingersoil Rand	ER-1008	07308 4000
64.	Ingersoil Rand	SSK2008-1-A0B19	Q7308-488B 2315QU79B
65.	Ingersoll Rand	CK219BU99189	~~17 6 013D

- (d) All general intangibles, chooses 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
 - Trudemark Musitar Flan Turckey Fitness Programs Serial No. 76071348
 - Tradomark Basix Serial No. 76478052.
 - 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, firmishings 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

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

No: <u>0200</u>910<u>105</u>

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 \$1265000.00 as appears by reference to their process-verbal of appraisement 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 hystanders there assembled, read in a loud and sudible tone of voice the following specified documents, in the order following, to-wit: 1st, the foregoing writ of SETZURE & SALE 2nd, the foresaid newspaper advestisement of sale; 3rd, the mortgage certificate this day furnished me by the Clerk of Court and ex-Officio Recorder, in the Parish of Acadia, Louisiana, showing fourtem (14) encumbrances bearing on said property; which certificate is hereunto annexed, made part hereof and marked "E".

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 andible 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.

J.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:

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

\$954886.55

PURSUANT to the authority vested in me by laws of the State of Louisians, 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 Melancop, Sheriff ACADIA PARISH, LOUISISANA Deputy Sheriff

Page (8) of (8)

TAUG. 14. 2009 8:12AM 8/13/2009 7:25:42 AM PAGE 14/070 NO. 493 5eP. 13

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

Rayne Properties, Llc

: 0200910105

Va; No: <u>020091</u>0105

Body Masters Sports Industries

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 in the matter of the above entitled and numbered suit and to me directed Body Masters Sports Industries

Inc.

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 D1 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 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 sudible tone of voice to

Page (1) of (8)

TRADEMARK
REEL: 004044 FRAME: 0012

O: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 Fiftysix (56) to the Curningham 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 Cumingham Division to the City of Rayne, Parish of Avadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (50) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisians; 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 Cumningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George K. Bradford, on the East by abandoned tight of way of Texas and Pacific Railroad and on the West by property of Cline Children Class Trust.
- That certain tract or parcel of ground, together with all buildings and **(c)** improvements situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of the Cumingham 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 boginning 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 Louisians; 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 Cumingham Division, 120 feet to the Southwest corner of said Lot One (1) of Block Fifty-six (56) of the Cumningham 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 Cumingham 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.
- (c) 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.

'O': WESTON W. SHARPLES

- That certain tract or parcel of ground, together with all buildings and **(f)** 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, Louisiama, 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 Cumningham Division to the City of Rayne, Parish of Acadia, State of Louisisna; 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, Louisians; thence running in an Easterly direction, 130 feet to the point of beginning.
- (g) Those certain lots or partels 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 in the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of and 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 Cumingham 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.
- That certain let 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 Conningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, and more fully described as beginning at the Northwest comer 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, Louisiann; thence running South along the Bast boundary line of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisians, 41 feet to the Southeast comer of said Lot Two (2), thence running West along the South boundary of said Lot Two (2) of Block Two (2) of the Curningham 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.

- 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 Cumingham 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 Curningham 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.
- (i) 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, Patish of Acadia, State of Louisiana, as per plat of survey prepared by Edmond E. Dupre', In., 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 LeBlane Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 545907, records of Acadia Parish, Louisiana.
- Those certain lots or parcels of ground together with all buildings and (m) 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, Louisiann; 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 Cominghon 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', Ir., 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 Lelilanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisians,

Together with any and all present and future building(s), constructions, component parts, improvements, attachments appartenances, fixtures, nights, ways, privileges, advantages, batture, and batture rights, servitudes and casements 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.

Page (4) of (8)

(a)

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

- 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 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 form 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 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 coftwere, 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.
- (p) 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 forme 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.
- Any and all of Debtor's now owned and hereafter acquired equipment, (c) 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

'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:

<u> </u>	Mazak Quick Torn - 20	Model#	Serial #
2.	· · · —	TN-20	122225
3.		7-A	201792
		B70	81327
4.		SBL400	20259
5.			
б.		je.	
7.	HAAS VF 3 (Vrt. Milling)		
	wPallet System	SN15936	
· 3.	HAAS SLIDT W/Screo Ber	62181	72
9.	HAAS Vertical Machine W/ Chip	αντάτ	73
	Conveyor System, Cooling System		
10.	Spindle & Tank	***********	
11.	SMW Pallet System	VF3APC	
12.	CI) T Signal Ballets & a mind and a	250-SL-10050	
13.			•
14.	1-1		
15.		DL052B-44	4171B93
16.		440V	7510226
17.	Lagun-1100 Anilam Mill (ML02)	FTV-2	902230064-5
18.	Supermax Milling Machine (Surap)	ML06 H-4-A	85-0415631
19,	Darex Auto Drill Shurpener	******** *****************************	63- 64 1363]
20.	(15) Lincoln Welders	V-300	
21.		2 2	******
22.	Hunter 60 (RI 1) Ober 11-32-3	419024-LS	K682121
23.	Hyster-60 (FL1) (Poor Condition)	6-Tan	4890631
	Hyster-60 (FL2)		
24,	Hyster 80 XL-2		
25.	GEKA (PU02) Hydractop Iron Works	# ETYD-7 0	6157
26.	Paint Baking Devilbins Oven (OV02)	GO-506	76-69824
27.	Finishing Oven - New England (OV0)	3) TVALK-IN	3464
28.	(2) Machinet Blasting Booth System	•	
	William & Dust Collector	# 5	
29.	Heather & Paint Gan System	'	
30.	Nordson Powder Coat System		
31.	Misc. Office Farming		
32.	(17) Computers		
33,	(2) New England Cranes (C01)	t Tare	•
34.	P&H Zip Lift	5 Ton	
35.	Overhead Crane (C04)-New England	Z Ten	
36.	Assembly Clark (Clark)-May Fusigny	3 Ton	
37.	Encapus Press (PROI)	6DT	
	ACU-Press (PR02)	75T	
38,	Pipe Bender		
39.	Cam Bonder (PR07)	ļ.	
40.	(2) Edelstad Drill Press	DC 50	14143
41.	Delta Band Saw	SA 13	·
42.	Archdale Radial Arm Drill	B100-2660D0	18
43.	Loland & Gifford Multi-Head Drill - 4)	9 225P	
44.	Leiana & Gifford Multi-Head Drill - 41	3 9T51B8	10313
45.	Leisne & Giffurd Multi-Head Drill - Al	5K226A920	10123
46.	Dust Collectors (Blasting Equipment)		10123
47.	Down Flo Collector W/Electrical Panel		TOTAL A.C
	Essishery Edge Machine		DF14-16 · ·
49	Nashon Air Dryer	SK580	P9201
TZ. Ch	/10 C=0+102 2	R30A	60884Q4A23
5D.	(2) Craftsman Band Saws (S10)	113-243311	71 91-P0 012
51.	Kal, Tenbach Saw (SA01)	KKS400DRNA	110082
52.	Hyde-Mech Band Saw (SA03)	H16	B1093018
53.	Hyde-Mech Saw (SA040)	S-208	41194331
34.	Jet Band Saw (SA06)	78S18	436356
55.	Delta Radical Arm Saw (SA07)		86CD6335
	Rockwell Band Saw (5A08)		
7. :	Powermatic Table Saw (\$A09)		
iB. 1	(3) Consow Sewing Machines	H2264D4637	
i9. :	Rockwell Bank Saw (SADE)		
io.	End Finishing Machine	660-50	EEAEN TID DOORS
	Guide Rod (DR01) Bench Grinder		66050-PRAB332
	Bench Grinder (GROZ)		
3.	Ingersoll Rand	TITL E COLD	-
	Ingerson Rund	HP-1008	Q7308-488B
		SSK2008-1-A0B13	2315QU79B
د دس	ngerso]] Rand	CK219BU99189	

- (d) All general intangibles, chooses 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, blueptints, 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 it 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
 - Trademark Master Plan Turnkey Fraces Programs Serial No. 76071348
 - Trademark -- Basix -- Serial No. 76478052
 - 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 fainte 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.

O': 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. BVANGELINE THRUMAY

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, b.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 Ol day of April 2005, or at any time since had, to have to hold, unto the said Reyne Properties, L.L.C. his heirs and assigns, forever.

In faith whereof, witness my official signature and seal, given at Crowley, Louisians, in the presence of two (2) undersigned competent witnesses, this \underline{o}_1 day of \underline{April}_1 , $\underline{2009}_2$.

WITNESSES:

Sodie H. Ruslick Mury In Klighotel

WAYNE MELANCON, SHERIFF Acadia Parish, Louisiana

Deputy Sheriff

State de louestant Parigio de acadia

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Mit scoo « May 1 son was A ... and in Conveyance House me and seal of thing of Crowder, Acadia Parlet Lorestand

Departy Clark

Page (8) of (8)

15th JUDICIAL DISTRICT COURT FOR THE PARISH OF ACADIA

STATE OF LOUISIANA

DOCKET NO. 2009/10/10/5

RAYNE PROPERTIES, LLC

VERSUS

BODY MASTERS SPORTS INDUSTRIES, INC.

FILED:

VERIFIED PETITION FOR EXECUTORY PROCESS AND APPOINTMENT OF KEEPER

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

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

2.

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

L 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 « f Transfer is attached as Exhibit "A" and its terms are incorporated herein by reference.

OAMOB-Ear(47433_1.00c0

The Note, Collateral Mortgage Note, and the Collateral Mortg. 22

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. Forem n, 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 amount 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. '5% per amount, 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 to the B nk in order to pursuant to which Body Masters pledged a Collateral Mortgage Note to the B nk in order to secure the Note. The original Pledge of Collateral Mortgage Note is attached as I khibit "C" and its terms are incorporated herein by reference. The Collateral Mortgage Note extended 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 a of March 30, 1999, and bears interest at a rate of twelve percent (12%) per amount on the up said 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 paraphed "Ne Varietur" for identification with an Act of Collateral Mortgage, also owned by Rayne, dated as of March 30, 1999, and passed before Iames D. Landry. Notary Public in and for the Parish of Acadia. State of Louish na, 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 incorporal of herein by

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

In the Colleteral Mortgage, Body Masters mortgaged, affected and it pothecated unto and in favor of the Bank and any and all other holder or holders of the Collaters 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:

- Those certain lots or parcels of ground, together with all builtings and improvements situated thereon, known and described as being a l of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Blick Fiftysix (56) to the Cumningham Division to the City of Rayne, 'arish of Acadia, State of Louisiana, as per plat of said division to said ci y on file and of record in the Office of the Clerk of Court for Acadi: Parish, Louisiena.
- **(b)** That certain tract or parcel of ground, together with all build age 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 officer of Lot One (1) of Block Fifty-six (56) of the Cunningham Divisit n to the City of Rayne, Parish of Acadia, State of Louisiana; thence ii om 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 2!) feet to the point of beginning; said property measuring 240 feet running last and West by 220 feet running North and South, more or less, bounded on the North by Block No. Fifty-six (56) of the Curmingham Division to he City of Rayne, Louisiana; on the South by property of the estate of Garge 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 Trus .
- That certain tract or parcel of ground, together with all builds gs and improvements situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of the Cumingham 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 Commingham Division to the City of Rayne, Parish of Acadia, State of Louislans; thence from said point of beginning, running in an lasterly direction along the South boundary of East Texas Avenue (High: ay 90) 60.0 feet, more or less, to the Northwest corner of Lot One (1) c Block Fifty-six (56) of the Cunningham Division; thence running South along

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The Collateral Marigage was corrected by that Act of Correction dated January 11 2006, recorded Pebruary 9, 2006 under Entry No. 751336 to include the tracts of land described as (a) and (b) a ove. A certified copy of the Act of Correction is attached beteto as Exhibit "F."

the West boundary of Lot One (1) of Block Fifty-six (: 6) of the Commingham Division, 120 feet to the Southwest corner of sa i Lot One (1) of Block Fifty-six (56) of the Cumingham Division; then a 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 run ing North along the East boundary of said Lot Six (6) of Block Fifty-five 55) of the Comingham Division, 120.0 feet to the point of beginning.

- Those certain lots or parcels of ground, together with all buil tings and **(d)** improvements situated thereon, known and described as being the East half of Lot Three (3) and all of Lots Four (4), Five (5), and ix (6) all located in Block Fifty-five (55) of the Cumingham Division to 1 to City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said i ivision to said city on file and of record in the Office of the Clerk of Court for Acadia Perish, Louisiana,
- Those certain lots or parcels of ground, together with all buildings and (e) 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 ecord in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- That certain tract or parcel of ground, together with all build ngs and improvements situated thereon located immediately South of and adjoining Lots Five (5) and Six (6) of Block Fifty-five 55) the Commingham Division to the City of Rayne, Louisiana, an I being described as measuring 130 feet by 220 feet, more or less, fron ing 130 feet on East South First Street, running bank between parallel lines, a distance of 220 feet, more or less, said property being further dest ribed as beginning at the Southwest corner of Lot One (I) of Block Fifty six (56) of the Cunningham Division to the City of Rayne, Parish of Acad a, State of Louisians; thence running in a Southerly direction along the west boundary of that certain 240 foot by 225 foot parcel of ground acq ired by Robert T. Cline, et ux, from Rayne Plane, Inc. through Rebert P. Brenham, Bankruptcy Trustee, by deed dated January 19, 1985, r corded in Conveyance book Q-43, at page 625, Original Act No. 516286, records of Acadia Parish, Louisiana, to the Southwest corner thereof, thence restring in a Westerly direction, 130.0 feet to a point; thence runn ng 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 (S5) of the Cumingham Division to the City of Rayne, Louisiana; thence run ing in an Easterly direction, 130 feet to the point of beginning,
- Those certain lots or parcels of ground, together with all buildings and (g) improvements situated thereon, known and described as being the 1 ast 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, Sinc of Louisiana, as per plat of said addition to said city on file and of reard 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 Commingham Division to the City of Rayne, Louisiana, and Me Jown Street, South by East South First Street and Lot Four (4) of Block Tuo (2) of the Bradford Addition, East by M. Constantin and West 11 / 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.

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- (P)
- (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 Cumningham 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.
- That certain lot or parcel of ground together with all buil ings and improvements situated thereon being a portion of Lot Two (2) of Block Two (2) of the Commingham 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 (3) 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 poir ; 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 roundary 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 Cui ningham Addition, Rayne, Louisiana; thence running South along he East boundary line of said Lot Two (2) of Block Two (2) of the Cut ningham 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, Loui vana, 40 fect 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 build ags 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 (1) of the Cunningham Addition to the City of Rayne, Parish of Acadin, State of Louisiana, as per plat of said addition of said city on file and of the office of the Clerk of Court for Acadin Parish, Louisiana.
- (k) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being the Nest 51 feet of the North 21 feet of Lot Seven (7) of Block Two (2 of the Cumingham Addition to the City of Rayne, Parish of Acadia, itate of Louisiana, as per plat of said addition of said city on file and of neard in the office of the Clerk of Court for Acadia Parish, Louisian: Said property being further shown on that certain plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 1979, attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlane Cline dated annary 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.
- (I) 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 Cunn ugham Addition of the City of Rayne, Parish of Acadia, State of Louisians as per plat of survey prepared by Edmond E. Dupre', Jr., Registere Land Surveyor, dated January 5, 1979, a copy of which is attached to an I made part of an act of sale from Anna Marie Heinen Privat to Robert I. Cline and Sheman LeBlanc Cline dated January 11, 1979, recorded in

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

Those certain lots or parcels of ground together with all buil lings and (m)improvements aimated thereon being a portion of Lot Bleve 1 (11) of Block Two (2) of the Cunningham Addition to the City of Ray 1c, Parish of Acadia, State of Louisiana; said property being further do cribed as beginning at the Northwest corner of said Lot Eleven (11) of H ock Two (2) of the Cunningham Addition to the City of Rayne, Louisias at thence from said point of beginning running East along the North be indary 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 68 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 A: dition 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 Marii Heinen Privat, et al, to Robert T. Cline and Sherran LeBlane 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), constitutions, component parts, improvements, attachments appurtenances, ixtures, rights, ways, privileges, advantages, batture, and batture rights, so vitudes and casements 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 me tgaged property in accordance with the Louisiana Civil Code.

The real property or its address is commonly known as 200 & 7 10 East Texas Street, Rayne, Louisiana 70578.

(hereinafter the "Mortgaged Property")

Body Masters agreed to the following and to undertake the following obligations in the Collateral Mortgage;

- That the Mortgaged Property would remain mortgaged to the Ban: until the Collateral Mortgage Note is returned to Body Masters by the Bank marked "Paid" or "Cancelled", or until Body Masters marks the Col steral Mortgage Note "Paid" or "Cancelled" after it is returned to Body M sters. (Collateral Mortgage at p. 2).
- (p) To promptly and punctually pay the indebtedness created by the N ite in accordance with the terms of the Collateral Mortgage Note and Col steral Mortgage. (Collateral Mortgage at p. 2).
- To keep the Mortgaged Property insured against loss by fire, by he zards (c) included within the term "extended coverage", and by such other he rards (including flood insurance, where applicable) as may be required by the Bank with insurance obtained from any insurance company or broke 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 a writing. (Collateral Mortgage at p. 3).

- To maintain comprehensive public liability insurance, naming with Body **(**2) Masters and the Bank as parties insured, protecting against sizins 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 maints n 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 Morigaged 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).
- That any insurance proceeds received by the Bank may be applied, at the (c) Bank's sole option and discretion, and in such a manner as the I ank may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Moi gages in this connection), for the purpose of: (a) repairing or restoring the lost, damaged or destroyed Mortgaged Property; or (b) reducing he then outstanding balance of the indebtedness and any additional advances that the Bank may have made on Body Masters' behalf, together will interest thereon. Body Masters further agreed that in the case of loss timer any insurance policy, the Bunk should be appointed as its agent and thorneym-fact and authorized to make, settle and adjust claims under su: a policy or policies of insurance and to endorse the name of Body Master, on any check or other item of payment for the proceeds thereof. (C. illateral Mortgage at p. 3).
- To promptly pay or cause to be paid when due, all taxes, local an: special assessments, and governmental and other charges, as well as al public and/or private utility charges, of every type and description, that m ty from time to time be imposed, assessed and levied against the Me agaged 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. (C. llateral Mortgage at p. 3).

9.

For the purposes of foreclosure by executory process provided for under constant law, Body Masters confusied judgment and acknowledged to be indebted unto and it favor of the Bank, up to the full amount of the Note, in principal, together with interest, or its, 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 furt lex confessed judgment and acknowledged to be indebted unto and in favor of the Bank in the mount 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 it e 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 Bark 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 her fin. (Collateral Mortgage at p. 7).

12.

Moreover, under the terms of the Collateral Mortgage Body Masters a pressly waived the following: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2 23 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) a I other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (e) a collateral Mortgage at p. 7).

13.

The Collateral Mortgage provides for the recovery of costs and attorneys' test 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).

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(i)

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,

14.

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 it wor of the Bank to secure the indebtetiness created by the Note (the "Security Agreement"). A sertified 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 Ra; ne'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 securit; interest in the Collateral described below.

16.

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

Any and all of Debtor's present and future inventory (including or asigned inventory), related equipment, goods, merchandise and other i ems of personal property, no matter where located, of every type and desi ciption, including without limitation any and all of Debtor's present and fut we 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 conlact for services, materials used or consumed in Debtor's business, whether held by Debtor or by others, and all documents of title, warehouse r ceipts, bills of lading, and other documents of every type covering all or a 1y part of the foregoing, and any and all additions thereto and substitut ons or replacements therefore, and all accessories, attachments, and accessions thereto, whether added now or later, and all products and proceeds : erived or to be derived therefrom, including without limitation all in arance proceeds and refunds of insurance premiums, if any, and all sums it it may be due from third parties who may cause damage to any of the for going, 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 form the sali, lease or other disposition of any of the foregoing, and any rights of De stor to collect or enforce payment thereof, as well as to enforce any guaran ses of

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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 constituted all returns on accounts, chattel paper and instruments.

- Any and all of Debtor's present and future accounts, accounts a xeivable, (b) other receivables, contract rights, instruments, documents, not: 1, and all other similar obligations and indebtedness that may now and in he future be owed to or held by Debtor from whatever source arising, and : il 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 espect to the goods, services, and other property that may give rise to or test 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 an / of the foregoing, including without limitation Debtor's account ledger, books, records, files, computer disks and software, and all rights that De nor may have with regard thereto.
- Any and all of Debtor's now owned and hereafter acquired eq ipment, (c) 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 li nitation 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 mor les 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 the cof as well as to calcure 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 a cother 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 efund claims, insurance proceeds, including without limitation insurance covering the lives of key employees on which Debtor is beneficiar, 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 fixture: and other real estate related goods, furnishings and accessories, at 1 all attachments, accessions, substitutions, replacements and additions () creto or therefor, whether added now or later, and all proceeds derived or in he derived thereform, including without limitation any fixtures pure asset

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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 p rties who may cause damage to any of the foregoing, or from any insure; 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 fore roing.

Collateral shall also include any and all present or fut re parts, accessories, attachments, additions, additions, accessions, sui stitutions and replacements to and for the collateral. The word Collate: if 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 ollateral, 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, Layne, Acadia Parish, Louisiana.

(hereinafter the "Collateral")

17.

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

- Debtor agreed that the Collateral should remain encumbered ut til 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).
- To pay the indebtedness when due in accordance with the term: of the (ъ) Note and Security Agreement. (Security Agreement at p. 4).
- To keep the Collateral insured against loss by fire, by hazards is cluded (c) within the term "extended coverage", and by such other hazards (in luding flood insurance, where applicable) as may be required by the decured Party with insurance obtained from any insurance company or brol er that is acceptable to the Secured Party. Debtor further agreed that at y 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 sucl 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 Debter and the Secured Party as parties insured, protecting against clait is for hodily 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).

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18.

In the Security Agreement, Body Masters confessed judgment and as mowledged to be indebted unto and in favor of the Bank, up to the full amount of the Note, in stincipal, interest, costs, expenses, attorneys' fees and other fees and charges. Body Masters 'urther 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 pursua: I 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 a semed 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. It should Body Masters otherwise violate, or fail to comply fully with any of the terms and a aditions, of, or default under the Security Agreement. (Security Agreement at p. 4). Upon any the default, the indebtedness, including but not limited to the Note shall, at the Secured Part; '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 233; 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 in t specifically mentioned above. (Security Agreement at p. 5).

21,

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

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the enforcement of the Security Agreement whether or not there is a lawsuit, in sluding 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 of flection services. Body Masters further agreed that the Bank may pay someone else to help entince 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 Mi rigaged 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 Collate al Mortgage

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Note and out of the proceeds of the Mortgaged Property sold at foreclosur; to be paid the principal balance due and owing under the Note, together with interest, is: a 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. Purs ant 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 at I maintain the Mortgaged Property and Collateral and to protect Rayne's interest therein until the Mortgaged Property and Collateral are sold at shortiff's sale.

Reservation of Rights

30.

Subject to the provisions of the Note, Collateral Mortgage, and Secure y Agreement, Rayne specifically reserves all of its rights against all makers, co-makers, endors rs, guaranters,

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and/or solidary obligors of the indebtedness being sued on herein, against at y 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 addition; I obligations and indebtedness owed to Rayne not sued on herein, and for any deficiency not receivered herein.

<u>Appraisal</u>

31.

Rayne requests that the property foreclosed upon herein be sold WITH # PPRAISAL, and that Body Masters' waiver of demand for payment be recognized and such dimend 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 leizure and Sale herein be issued, and notice of Seizure and Sale be served upon defendant, Bod. Masters Sports Industries, Inc. ("Body Masters") through its registered agent Robert Thomas C ine, and that the Civil Sheriff for the Parish of Acadia be directed to seize and after due service of the Notice of Scizure and Sale, advertisement, delays, requisites, and formalities, sell at public auction, WITH APPRAISAL, for each 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 S; orts Industries, Inc., in the sum of \$1,601,175.13 in principal, with account interest on that arms int through the date of filing of \$57,257.21 through January 28, 2009 at a rate of 5.60% per at num until paid (\$249.07168 per diem), attorneys' fees equal to 25% of the unpaid debt due and a wing under the Note, together with \$102,854.00 in property taxes paid by Rayne Properties, L.I. C. for the year 2008 with interest and ponalties thereon at a rate of 10%, together with all costs of these proceedings;
- Rayne Properties, LLC be paid the total amount of its claim in proference to and 3. with priority over all other persons:

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- 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 & EAGAN, L.L.P. 400 East Kaliste Saloom Road, Suit : 4200 Post Office Box 81829 Lafayetta, Louisiana 70598-8517 Telephone: (337) 237-0132 Facsimile: (337) 237-3451

By: Samuel B. Masur (Bar No. 1 221) Christopher B. Bailey (Bar I o. 29074)

Attorneys for Plaintiff Rayne Properties, LLC

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NOTARIAL ACT OF TRANSFER, ENDORSEMENT AND ASSIGNMENT OF NOTES, RELATED RIGHTS, AND COLLATERAL AND SECURITY DOCUMENTS UNITED STATES OF AII ERICA

STATE OF LOUISIANA

PARISH OF ACADIA

PY

BANK OF COMMERCE & TRUST COMPANY

BE IT KNOWN, that on this <u>446</u> day of December, 2008, before me, a Not sy Public, duly commissioned and qualified in end for the parish and state aforesaid, and in the 1 resence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

BANK OF COMMERCE & TRUST COMPANY (Texpayer ID: 23012499), s Louisiana Banking Corporation, whose mailing address is 300 N. Adams Avenue, P.O. Box 49, Rayne, Louisiana, 70578, represented, herein by level Lambert 11, its duty authorized Vice-Tastylent, pursuant to the certified resolutions of the Board of Directors of said Corporation, an original of which is annexed hereto.

(hereinafter cometimes 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 AILLION SIX HUNDRED FIFTY ONE THOUSAND TWO-HUNDRED AND NINE AND 26/100 DOLLARS (\$1,651,209.26), the meetigt of which is hereby acknowledged, Assignor class hereby transfer, endorse, assign, sell, deliver and set over, without recourse, unto Rayne 'roperties, LLC, (Taxpayer ID: 26-3897235), a Louisiana limited liability company, whose mail: g address is 27/27 SE Evangeline Thruwsy, Lafayette, Louisiana 70508, represented herein by Mark Knight, its doty authorized representative and Manager (hereinafter referred to as "./ ssignee"), its successors and assigns, all of Assignor's right, title and interest in and to any and all stam or sums now due or owing and all claims, demands, causes of action of whatever kin: or nature which Assignor had or now has or may have under the following described promissory: note:

That certain Promissory Nota, 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 herefore and made a part hereof as Exhibit 2, executed by Glenn Poroman on behalf of Body Masters Sports Industries, Inc., dans June 23, 1999, payable to the order of Bank of Commerce & Tank Company in the principal amount of \$458,017.58 ("Promissory Note 2")

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

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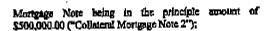
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FILED COURT ACADA PARIEW, LA.





- (9) That certain Pledge of Colleteral 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 Fromistory lotts and Collateral Mortgage Note 2 and Collateral Mortgage Note 2 (the "Collateral Mortgage Votes").

Assigner does bereby also assign, sell, transfer, set over and deliver mm Assignee, without recourse, all rights, title and interest which Assigner may have as mortge; he in any public condemnation or expropriation proceeding and any and all rights, title, interest: or claims that Assigner may have against any tenant of the property covered by Collateral Mortjage I and Collateral Mortjage 2 (the "Collateral Mortjages") for past due or escrowed dis used real payments, 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 n id interest and actions, privileges and liens Assigner has or may have against the make: s) and/or mortgagor(s) and/or pledgor(s) and/or guaranter(s) under the terms of the Promissory Votes, the Collateral Mortgages, the Collateral Mortgages, and the Collateral Documentation.

Assignor declares that it is the holder and owner of the Promissory Notes, the Collateral Mertgage Notes, the Collateral Mertgages, 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 cancelle. On of any of the Security Documentation; and that Assignor has executed no release of any postion of the Security Documentation or the liability of the maker or makers, endorseen or guarants in thereof. Moreover Assignor declares that it will not sell, transfer, assign, covey, set over, deliver, endorse or otherwise dispose of, or grant, any right, title or interest in, or to, the Security Documentation unto any person of entity other than Rayno Properties, L.L.C.

And the said Assignor did, concurrently with the execution hereof, endorse, wit tout remourse, each of the Promissory Notes to the order of the said Assignee, and I, Noter; did paraph such Promissory Note "Ne Verieth" for identification herewith. Assignor certifies that the present principal balance due and owing on Promissory Note 1 and Promissory Note 22, expire of which are attached leaven as Exhibit 1, is in the amount of ONE MILLION SI X HUNDRED FIFTY ONE THOUSAND TWO-HUNDRED AND NINE AND 26/100 DOLLARS (\$1,651,209.26).

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THUS DONE AND PASSED on this day of December, 2008, 1. Crowley, Louisians, in the Parish of Acadia, in the presence of the undendgated competent with eases, who heremto sign their names with appearer and me, Notary, after a due reading of the while.

ASSIGNOR:

WITNESSES:

BANK OF COMMERCE & TRUST CO 4PANY

10; /7 I C.E. 1994 (Please Print)

NOTARY PUBLIC

My Commission Expires:

[ASSIGNEE'S SIGNATURE APPEARS ON THE FOLLOWING PAG!! }

Christopher B. Balley
Notacy Public
State of Louisiana
My Commission is Issued for Life
But Roll Number: 28074

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CROWLEY, LOUISIANA

HE IT RESOLVED by the Board of Directors of Bank of Commerce & Trust Cumpany, a Louisiana Banking Corporation domiciled at Crowley, Louisiana, that either JOHN W.: ARVER, President of Bank of Commerce & Trust Company, or JACK LAMBERT, JR., Vice-Preside: 1 of Bank of Commerce & Trust Company, he and they are each authorized and empowered for and or behalf of the corporation to triutalet by sale, sasignment or Otherwise those certain promiserry notes at scated by Body Masters Sports Industries, Inc., in favor of Bank of Commerce & Trust Company dated Asoch 31, 1999, in the original amount of \$5,000,000.00 and June 29, 1999, in the original amount of \$4 (2,0).7.58 along with any and all collected securing said promissory notes for each consideration and one such terms and conditions that John W. Sarver or Jack Lambert, Jr., may doesn in his discretion fit and stoper.

BEIT FURTHER RESOLVED that John W. Sarver or Jack Lambert, Jr., he and they included authorized and empowered to sign and execute for and on behalf of Bank of Commerce & Trust Company my and all documents necessary to secomplish the forceoing itseluding executing the : Notwish Act of Transfer, Endomentent and Amignment of Notes, Related Rights and Collateral and Security Agreements and Bank of Commerce & Trust Company does bearby ratify and continu each, and overy act done by the mid John W. Sarver or Jack Lambert, Jr., pursuant to the authority vest d by this Resolution.

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

I, Lucille T. Heisert, Secretary of Bank of Commons & Trust Company, do hereby a stiffy that the above and foregoing is a true and correct copy of a Resolution manning passed by the Board of Directors of Bank of Commerce & Trust Company et a dely called meeting held after due at tice at its office in Crowley, Acutia Parish, Louisians, on this 10° day of December, 2008.

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

LUCILLE T. HEHERT, SOCIETY

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O: MESTON W. SINGAMEDANY: SOI ST. CHARLES AVE.

PROMISSORY NOTE



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Principal Amount: \$5,000,000.00

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Date of Noti: Alerch 31, 1999

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For identification with Act of Transfer, Endorsmant and Assignment of Moras, Belated Rights and Collected and Security Documents executed before me on this 24th

Acadia Parish, Louistana

Christopher H. Bailey
Notery Public
State of Laumana
My Commission is Insued for Life
Bar Roll Number: 29074

A TRUE COPY Christopher B. Bobby 29574 Notroy Public

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PROMISSORY NOTE

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Principal Amount: \$488,017.58

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PROMESSORY NOTE (Confining)



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

For identification with Act of Transfer, Endorsement and Assignment of Motor, Related Rights and Colleteral and Security Dotuments executed before me on this 24th day of December, 2006

Notary Tublic, Acadia Parish, Louisians

Christopher B. Bailey
Notery Public
State of Lottelana
My Commission is issued for Life
Ber Roll Number; 29074

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By: CL BB-R CHAIR POPLET B. Bouley 27044 Nothey Parker

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O: WESTON W. SHANTED WANTER OF SULET. CHARLES AVE.

RAYNE, LA 7067E

EXHIBIT "D"

Officer, Vintage HINN'S E References in the shaded area are for Lendar's use only and do not limit the applicability of this document to a y particular loan or ilon

Borrower: Easty Meeters Sports Industries, Inc. 72-0964023) 72-006(045) P. O. Box 250

OTH:

LENGO: BANK OF COMMERCE AT JUST COMPANY TIR: 720124890 RAYNE OFFICE 300 N ADAMS AVE P O BOX 49

Principal Amount: \$5,000,000.00

Platent, LA 7067A_00E8

initial Plate: 5.750%

Date of Note: Merch 31, 1999

PROMISE TO PAY. Body Stanters Sports industries, Inc. ("Borrower") promises to pay to the order of it talk OF Collegence & Truest COMPANY ("Lender"), in teachs accept of the United States of America the seas of Five Matter & corpus Delt is (U.S. 55,000,000.00), legating with simple interest assessed on a vertable rate basis at the rate par annum equal to 1,000 percentage point at the index provided below, as the index creater this Note may be extended from time to time, one or more times, with interest being assesses: on time unputs principal balances of this Note as outstanding from time to time, continued on fitted and continuing until this Note in talk in talk.

PAYMENT. Subject to my payment changes receiving from changes in the index, Borrowsk will pay this lie!) in 141 payments of 657,029.16 and payment and an irregalar hast payment estimated at \$27,029.11. Borrowsk and the payment is due if of 1, 1000, and all subsequent payments are due on the same day of sach stocks of the first payment due on February 1, 3 71, may be greater if Sorrowsk with pay Lander's address shown above or at such oil or payments as appead or required by applicable law, payments will be applied first to accorded unpeld thereof, then to principal, and any remaining amount to any unpaid collection costs and lake charges.

Variable. In the part of the interest rate on this has a subject to change from time to time based on chian; is in an independent index which is the Wall Street Journal Prime Pade (the Index). The Index is not necessarily the lowest rate charged by Lander in its loans. If the Index becomes unassitable during the term of this loan, Lender may designate a substitute index effect notice to Borrower. Lender if this Borrower the current index rate upon Borrower's request. Borrower understand that Lender may make loans bested on other totals as well. This stands cate charge will not occur may are after notice to be reported by the stands of the Lender, any increase in the interest rate will increase the emounts of Sorrower's payments.

PREPAYMENT; NUMBER OF THE CHARGE. Borrower may prepay this Note in full at any time by paying the thir y unpaid principal balance of this Note, plus accorned simple interest and any ampeld late otherwise through date of prepayment. It Burrower understands that, unless otherwise required by law, any prepaid feet or charges will not be subject to rebate and will be surred by Lander at the time this Note is signed. Burrower agrees to pay mindrums understand of \$25,00 ft this among I has not been earned by Lander at the time of prepayment. Unless otherwise agrees to in writing, early payments under this Note will not relieve Bit rower of Borrower's obligation to continue to make regularly scheduled payments under the above payment achedule. Early payments will instead I stuce the principal balance due, and Borrower may be required to make fewer payments under the Note.

DEFAULT. The following actions and/or inscitous 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 Secortly Agreements. Should Borrower or any guaranter violate, or fall to comply tally with any of the terms and conditions of, or default under any security right, instrument, document, or agreement directly or indirectly securing repayment of 1 is Note.

Other Describe in Favor of Lander. Should September or any guaranter of this Note default under any other can, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Defect in Fever of Third Parties. Should Borrower or any quantum defect under any loan, education of credit sequely expression, purchase or sales agreement, or any other agreement, for taxor of any other conditions or person that may affect any property distribution confidence directly or

Insofrency. Should the suspension, failure or insofrency, however evidenced, of Borrower or any governmental is New Secretary oxist.

Smalls or interdiction. Should any guaranter of this Note dis or be interdicted.

Read/comment of indebtodness. Should proceedings for read/ustness of indebtodness, reorganization, hard upto composition or entersion under any insolvency (see to brought by or against Borrower or eny guaranter.

Applyment for Bonefil of Creditors. Should Borrower or any quantition file proceedings for a respite 12 st a gapera Whighment for the beside of creditors. Receiverantly. Should a receiver of all or any part of Borrower's property, or the property of any guaranter, the still shed the or appointed.

Classified Proceedings. Should proceedings for the dissolution or appointment of a Equidater of Borrower or a granted on commenced.

Palse \$330-parts. Should any representation, warranty, or majorist statement of Burnower or any guarant it made in connection with the obtaining of the lean evidenced by this Note or any security agreement directly or indirectly securing repayment (this Note or any security agreement directly or indirectly securing repayment (this Note or any security agreement directly or indirectly securing repayment (

Material Advance Change. Should any material advance change occur in the financial condition of Borrower y day guaranter of this Note or should any material decrepancy such between the financial statements submitted by Borrower or such guaranter.

**Adv guaranter of the octual financial statements submitted by Borrower or such guaranter.

persys. Should Lender dearn itself to be insentive with regard to repayment of this Note, by: CLERK by Stoll Wy

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Assessment of the Committee of the commi

ATTORNEYS' PÉCÉ. If Lander refers this Note to an ellement for collection, or lifes stiff equired Bermaner to collect the Note, or if Borrower that for backruphcy or other relief from credition, Somewar agrees to pay Lander's reasonable efformage has an arrown not exceeding 26.000% of the unpeld dobt then owing under this Note.

DEPOSIT ACCOUNTS. As collaboral security for repayment of this Note and all renewals and extensions, as well as in Secure any end all other loans, acide, indebhadouse and extensions and extensions are confident, due to the Decrease day, of any nature and in the Interes own to Landar' or hour in Conder's favor, whether direct or Indebhadouse (with the acception of any indebhadouse under a consumer operation). Become is granting bander a continuing sworthy interest in any and all funds that Box may now and in the future have an deposit with parties or in certification of deposit or other deposit accounts to to which Boxrower in an account little (with the acception of IRA, persion, and other law-debarrach deposits or other deposit accounts at to which Boxrower in an account the Entroper may have on deposit with Landar at in certification of deposit or other deposit accounts at to which Boxrower is an account the profession of unique to the landar and account the profession of the landar and accounts the tension of the Boxrower is an account the landar, in principal, Interest, least, costs, expersess, and atterneys least. iess, costs, expenses, and attorneys' tess.

COLLATERAL. This hope is secured by: Collateral Piedge Agreement dated 43-31-1999 padging (ICAN) date; 43-30-1999 in the amount of \$5,000,000.00 and Commissoid Security Agreement dated 43-30-1999 covering all inventory, accounts, equipment, energy intengibles and fixtures. Collaboral securing other loans with Lander may also secure this hole as the result of cross-collateralization.

Financial STATEMENTS. Borowar screek to brovide Lender with sects financial statements and other national into nation at such irequesties and in such additional such irequesties and in such additional such irequests.

GOVERNING LAW. Borrower agrees that this Note and the loan afficienced hereby shall be governed under the laws of the State of Louisians. Spendically, this business or commercial Note to subject to i.e. R.S. 8:3509 at soq.

ACCUSTOMAL PROVISIONS. 80% USDA - Russi Business Service Guerarily, Continuing Guerarily of Robert T. Cline e ried 03-29-1999 in the amount

O:WESTON W. SHAKAMBACKAMY; 201 ST. CHARLES AVE.

LYX 26LAGL 0L0/97

PAGE

WY ZT:9Z: 4 60 REEL: 004044 FRAME: 0044 ISA

References in the shaded error are for Lander's use only and do not limit the applicability of this document it; erry particular loan of liam.

ESKAWA MARAN

Bonower:

Gody Maximu Sports Industries, Inc. 72-064033 P. O. Boz 280

LANGOT: BANK OF COMMERCE (I TRUST COMPANY TIR: 72012489) RAYNE OFFICE 500 N ADAMS AVE

P O BOX 49 RAYNE, LA 70670

PLEDGE OF COLLATERAL MORTGAGE NOTE SY: Body Marters Sports Industries, Inc.

Rayna, LA, 70878-6286

UNITED STATES OF AMERIC: 1 STATE OF LOUISIANA PARISH OF ACADIA

IN FAVOR OF:

BANK OF COMMERCE & TRUST COMPANY RAYNE OFFICE

And Any Future Holder or Holders

BE IT KNOWN, that on the __31st__day of _Mazch_ ؛ 1999 ر

BEFORE ME, the undersigned Notery Public, and in the presence of the understand and competent witnesses; PERSONALLY CAME AND APPEARED:

Body Maximus Sports industries, inc. Titl:72-0864063, a corporation duly a ganized, validly existing and in good elanding under the term of the State of Louisiums, and has its registered offices at P. O. Box 259, Rayne, LA 70576-0269, 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 horself;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

DEFINITIONS. The following words shall have the following maenings when used in this Agreement

Agreement. The word "Agreement" means this Pladge Agreement and all subsequent amendments to said a greenest as it may be amended or modified from time to time.

Event of Debut. The words "Event of Debut" mean individually, colorately and interchanguably any event of debut described below in the section filled "EVENTS OF DEFAULT."

Granior. The word "Granius" means individually, collectively and interchangeably Body Masters Sports Indust 99, Inc.,

content. The word "indebtedness" manus individually, collectively and interchangeably and septime Sports Indus: 45, Inc., individually, collectively and interchangeably any and all priss and in the father of the collective of the collective

Lender. The word "Lander" means BANK OF COMMERCE & TRUST COMPANY, RAYNE OFFICE TIN: 720-24880, its successors and excipre, and any abbiequent holder or holders of the blots or any interest timelin.

Note. The word "Note" makes the Collegest Martinge Note described below.

Findings. The word "Pindings" means BANK OF COMMETICE & TRUST COMPANY, RAYNE OFFICE, its such assigns, and any future holder or holders of the Note or any future to the Note or any future.

COLLATERAL MORTGAGE NOTE. Desking to secure the prompt and punctual payment and estimated on I any and all present and tuture indebladuans as may be outstanding from time to time, one or more times, Granter has expected a certal. Collateral Marigage Note dated Marych, 30, 1999 ____, in the amount of U.S. \$5,000,000.00, payable to the order of Bearer, on demand; at the offices of Landon, a copy of which Note is attached lumbe and is expressly made a part herical by reference.

COLLATERAL MORYGAGE. The alcoward Note is in turn required by a Collaboral Markenge dated even of to therewith (Granton's "Collaboral Markenge"), susceeding the Secretary of BANK OF COMMERCE & TRUST COMPANY, RAYNE OFFICE and my future holder or holders of the

PLEGE OF NOTE. AND NOW, in order to secure the prompt and punctual payment and subjection of any and it I present and future indebtedness, Grants in the present that it is a secure of the present and future indebtedness, Grants a continuing security interest to the element to the element to the college, together with any and at of College, they beginn the college with any and at of College, they beginn the college.

CONTRAINED SECURITY INVESTED TO SECURE PRIMERY AND PUTURE INDESTEDNESS. Grade affirm that Granton's continuing security impacts in the decreasis Note is inflamed to and shall secure any and at present and future indistinguing of Grat for future of Lender, as may be outsinging from time to time, one or more times, with the continuing preferences and priorities provided under oblighted to the continuing preferences and priorities provided to deep applicable Louisians law.

DURANTEES. This Agreement shall reflect in full topos and effect, and Lender shall have the fight to continue to rate) i possession of the alorestid Note, and time as this Agreement and the accurity interests oracled bareby are benefited and canodists by C. note under a written canodistan instrument, and the Note is returned by Lander master? "PAID" or "CANOSILED".

EVENTS OF DEFAULT. The following shall constitute Events of Default under this Agreement:

Definitif under tedelskideness. Should Granter details in the payment of principal and/or fallenest under any of the indebtedness.

Defend under Other Agricumentics. Should Gravior fell is comply fully with any of the beauty and comfil into of, or defeult under any loan agreements governing any of the indebtedness.

Commit under Martgage. Should Signfor vicinia, or fall to comply tally with any of the harms and constitute of, or debut under this Agreement or the Coheleral Mortgage associated in commission hasswift, and/or under any of the additional obligations recurred or assumed by Grander hassunders or the sunder.

Other Delayits in Favor of Lunday. Should Getater or any quaranter detaut under entroller extension is credit, or security agreement, or

Details in Percor of Trains Parties. Should Country or early quaranter default under any tours, extension of cred.; Security agreement, or purchase of Sales agreement, in favor of any other creditor or person, that may effect any of the property subject. In the above referenced Colleges Martgage, or Granton's or any quaranter's ability to parform their obligations tensorisater and/or perfaining to the Liebtedness.

baselverany. Streamly the suspension, felture or fractionary, however ortained, of Grenter or any guaranter occur or exist.

Page 3

Loan No. 20018072



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1. AND EACH OF US HAVE READ AND INDUSTRICE ALL THE PROVISIONS OF THE ACCOUNTED WHAT AND DECEMBER AND THE TAILST MATCH. 31., 1499.

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AND THE PERSON OF THE PERSON O Cat Topic Stage Lie Stage (Stage Opposite State p) 1944 (CF) Production Company to Compa

OLLATERAL MORTGAGE MOTE

U.S. \$5,000,000,00

RAYNE, LOUISIANS

ON DEMAND, THE UNDERSIGNED, WHETHER ONE OR MORE, JOINTLY, SEVIETALLY AND SOLIDARLY PROMISE TO PAY TO THE ORDER OF BEARER, AT THE OFFICES OF BANK UF COMMERCE & TRUST COMPANY, RAYNE OFFICE, 300 N ADAMS AVE, P O BOX 49, RAYNE, LA 70578, THE PRINCIPAL SUM OF FIVE MILLION & 607100 DOLLARS (U.S. \$5,000,000.00), FOR VALUE RECEIVED, WITH IN EREST THEREON AT THE RATE OF 12.000 PERCENT PER ANNUM FROM DATE UNTIL PAID.

In date the Note should be placed in the transic of an elizancy or elizancys to irreliable legal proceedings to recon if the emptoh beyon, or any part or parts byward, to private or with the state of the trade beyon to be should be it send in the hands of an elizancy or elizancy or elizancy, or or occleration, compromise or other soliton, the undersigned however jointly, movement and contactly bins; framisphete to pay the fees of the elizancy or electrons which the emptoyed for the purpose, which these are hereby fixed at 25.000% of the empt of the fixed and owing under the

The malau(s) of this Hote and all endorane, plannings and stimites between hereby severally wakes presentment i or payment, notice of compayment, protest, notice of protest, notice of protest, notice of protest, notice of such endorance and discussion, and operate that the time of payment hereof may be activated from time to fine, one or unconditions and activate protests are report, hereby binding the payment hereof, in principal, thereby binding the payment are jointly, severally and obtaining, or any obtaining this hole or any daily on the part of the holder hereof to engage any daily or the payment hereof, it principal, thereof to engage any daily or the payment of the holder hereof to engage any daily or related such collection.

MAKER Body Markers Sports Industries, Inc.

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For identification with an Act of College & Marigage

Strategy and on the 30 th of restand 1599 a LASER PRO, Reg. U.S. Pat. & T.M. Off., Vet. 3.215 (c) 1844 CPI ProServices, Inc. 4rd Matigael Compliance, Inc. Additional SUPPLIENT REALON.) Ш

FILED_

DY. CLERK OF COLLET ACADIA PARISH, LA,

EXHIBIT "D"

COLLATERAL MORTGAGE

Botrower: 1809 Meeters Sports Industries, Inc. (TIN: 72-0864063) P. O. Bax 259 Rayns, LA 70578-0259	Lender: BANK OF TRUST C 720124890 RAYNE OFFIC 300 N ADAMS P. O HOX 49 RAYNE, LA 78	1AF
COLLATERAL MORTGAGE	UNITED STATES OF AME	16.
BY: Body Mediare Sports Industries,	STATE OF LOUISIANCE PARISH OF ACADIC	3 20
IN FAVOR OF:	55	ECE
BANK OF COMMERCE & TRUST COMPANY	A P	86° U
RAYNE OFFICE	꽃은.	שׁ לֵּס
And Any Future Holder or Holders	CÓURT Parish	₩. D
BE IT KNOWN, that on the 30th day of 1994	ech 1999:	io.
DEFORE ME, the undersigned Notery Public, compatent witnesses;	and in the presence of	he Undersigned
PERSONALLY CAME AND APPEARED:		
Body Masters Sports Industries, Inc. 17th, organized, validly existing and in good stand Louisians, and has its registered offices 70578-0259, appearing herein through the pursuant to a resolution of its Board of Direct standard horsto and expressly made a part to	72-0864063, a corporation in under the laws of the S at P. O. Box 259; Ray this substituted represents the a certified copy of will proof;	duly the of 3, LA Ve(s), lon le
WHO DECLARED THAT:		
DEFINITIONS. The following words shall have the	orions:	
Mortgage:		
Additional Advances. The words "Additional Advan- Montgages may advance on Montgager's behalf as p	nces" mean any and all-adi: rovided under this Mortgage.	tional sums that
any and all presently existing and/or future mortgage contractual and/or elaturory security interests and re in the future, may affect the mortgaged Property or a	individually, collectively and s, llens, privileges, encumbration hts of every nature and kind ny part or parts thereof.	interchangeably inces, and other inat, now and/or
interchangeably any of the Events of Default set	iduit mean individually, individually, in	ollectively, and Itled "Events of
Guerantor. The word "Guerantor" means and inclused without limitation each and all of the guerante connection with the indebtedness.	des individually, collectively, xx, suredes, and accommo	Interchangeably lation parties in
connection with the Indebtedness." Means Indebtedness. The word "Indebtedness." Means Indebtedness. The word "Indebtedness." Means Indig and all present and future loans, advances, and/or be obtained by Mortgager from Mortgagee, as well a time to time, one or more times, now and in the evidencing such present and/or burye loans, advancing who indepted around of U.S. \$5,000,000.00, and the principal amount of U.S. \$5,000,000.00, and all other obligations, including, without impairs on any present or faulte loan or credit agreement or a support of the principal and labilities that Mortgager incur in favor of Mortgages, as well as Mortgages of a support of the principal and industrial or burst of the principal and incursion or uniquidated, or purely describe liquidated or uniquidated, of whether committed or purely describe liquidated or uniquidated, of whether some that a principal solligor or as a surety, guarantor, or end	vidually, collectively and Inti- other extensions of credit of the extension of credit of the extension of the extension of the extension	changeably any lained and/or to dissigns, from omissory notes lions, or credit, or continuous and/or reor, as well as the rearrament or instrument of the related or ather related or or continuous, od, due or to or unsecured, the or unsecured, the or unsecured, the or unsecured, and whalsoever,

FILED.

EXHIBIT "E"





MORTGAGE (Continued)

Page 3

Loan No 20018012

Mortgage, are and will be continuing in nature and will remain in full force and el act until such time as the Mortgage is cancelled in the manner provided above. INSURANCE PROVISIONS. The following insurance provisions are a part of this is originge.

BURANCE PROVISIONS. The following insurance provisions are a part of this is ortgage.

Required insurance. So long as this Mongage remains in effect, Mongage I shall, at he sole cost, keep end/or cause others, at their expense, to keep the mongaged i roperty constantly insured egainst loss by fire, by hazards included within the term extended coverage, and by such other hazards (including flood insurance, where applicable) as may te be required by Mongages. Such insurance shall be in an amount not less than the full replay ment value of the montaged Property, or such other amount or amounts as Mongages may recurred the writing. Mongager shall be in an amount not less than the full replay ment value of the writing. Mongager shall be in the remaining both Mongager and Mol pages as parties insured, protecting against claims for bodily injury, death and/or property dai age ensing out of the use, ownership, occupancy, possession, operation and condition of the mixtaged Property, and further containing a broad form contractual liability enforcement covering Montagor's obligations to indemnity Mongages as provided hereunder. Should the Real Property at any time become located in an area designated by the Director of the Federal Emery incy. Management Agency as a special flood hazerd area, Mongager agrees to obtain and main all Federal Flood Maurence for the full unpaid principal balance of the loan, up to the maduration, policy limits set under the National Flood Institutes Program, or as otherwise required by Lend 7, and to maintain such houseness for the term of the loan.

insurance for the term of the learn.

Insurance Companies and Policies. Mortgagor may purchase such his rrance from any insurance company of broker that is acceptable to Mortgages, provided that is chapproval may not be unreasonably withheld. All such haurance policies, including renewals. In deproval may must also be in form and substance acceptable to Mortgages, providing in part that it is all proceeds and returned the factor of Mortgages, providing in part that (a) all proceeds and returned the factor of Mortgages, providing in part that (a) all proceeds of returned the factor of Mortgages, and of the factor of Mortgages, and on act or omission on the part of Mortgagor, or any of its directors; officers, in parts employees or representatives, nor breach of any warranty contained in such policies and it affect the obligations of the insurer to pay the full amount of any loss to Mortgages. Such policies of theurance must also contain a provision prohibiting cancellation, nonvenewal, if the afteration of such insurance without at least thirty (30) days' prior written house to Mortgages of such intended copies of auch policies of insurance. Mortgages that are not of under a provision of the intended copies of auch policies of insurance. Mortgages with originally of cartified copies of receipts, for paid replacement policies of insurance no later than fifteen (15) days or cartified copies of all renewal or replacement policies of insurance no later than fifteen (15) days or cartified or any such existing policy or oblicies chould expire. If Mortgagor insurance policies and renewals are held to another person, Mortgagor street to supply original or certified copies of the same to Mortgagor a within the time.

Property Leases and Claims. Mortgagor agrees to immediately pottly Mortgagor at the same of Mortgagor and the same of Mortgagor.

Property I neese and Claims. Mortgagor agrees to Immediately notify Mortgi gas in writing of any material casualty to or accident involving the roorgaged Property, when her or not such any material casualty to or accident involving the roorgaged Property, when her or not such any any such as company and to submit an appropriate claim and proof of claim to the insurance company and to submit an appropriate claim and proof of claim to the insurance company of the mortgaged Property is lost, damaged, of destroyed as a result of an insured hazard. Mortgages may submit such a claim and proof of claim to the insurance company on Mortgagor's behalf, should Mortgagor fall to do so promptly for any submit and proof of claim to the present. Mortgagor is pround Mortgagor fall to do so promptly for any submit such coupled with an interest, to make, segue and square dated and to endorse the name of Mortgagor on any check or other here of policies of insurance and to endorse the name of Mortgagor on any check or other here of descent ends when the proceeds thereof, it being understood, however, that unless on or more events of descent ends under this Mortgagor (which approval shall not be unreasonably withheld).

Insurance Proceeds Mortgagor (which approval shall not be unreasonably withheld).

prior approval of Martgagor (which approval shall not be unreasonably withheld).

Insurance Processes. Mortgages shall have the right to directly receive the proceeds of all insurance protecting the mortgaged Property. In the event that Mortgagor should receive any such insurance protecting the mortgages to immediately turn over and to pill such proceeds directly to Mortgages. All insurance proceeds may be applied, at Mortgages sole option and discretion, and in such a manner as Mortgages may determine (after payment, shall reasonable costs, expenses and attorneys see necessarily paid or restoring the last, damaged or destroyed Property; or (b) reducing the inter outstanding balance of the Indeb samess and any Additional Advances that Mortgages may have made on Mortgagor's behalf, toge her with interest thereon. Mortgages receipt of such insurance proceeds and the application of such interest thereon, Mortgages's receipt of such insurance proceeds and the application of such processes that the deemed to excuse Mortgagor from its obligations to promptly repair, in slace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and sufficient in amount to complete such repair, replacement or restoration to insurance are available, and whether such application or release of any insurance proceeds of insurance are available, and whether such application or release of any insurance proceeds by Mortgages shall not be deemed to cure or raive any Event of Default under this Mortgage. The killowing provisions relating to the taxes and liens on the Property are a

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

Payment. Mortgager shall promptly pay or cause to be paid when due, all likes, 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 line to time be im; used, assessed and leviou against the fibringsed Property or against Mortgager. Mortgager in ther agrees to turnish Mortgagers, with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgager screen til at Mortgager's possession and use of the Property shall be governed by the following provisions:

Use of Mortgagnal Property shall not use the Property and shall not resmit others to use the Property, for any purpose of purposes other than those previously disclose if to Mortgages in writing, and in no event shall any of the mortgaged Property be used in any, min mer that would damage, depreciate, or diminish its value, or that may result in a carcellation of the dimension of insurance coverage. Mortgager additionally agrees not to do on to suffer to be done snything which may increase the fisk of fire or other hazard to the mortgaged Property or in ty part or parts thereof. Mortgagor shall not permit the mortgaged Property, or any portion thereof. To be used by

O:MESTON W. S**WARAMACARI**PANY:201 ST. CHARLES AVE.

WY 25: 92: 1. 80 REEL; 004044 FRAME: 0049 150 PAGE LTX POLAGE 07.0718

MORTGAGE (Continued)

Page 5

Notice of Encumbrances. Mortgager shall immediately notify Mortgages in we larg upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mot gager additionally agrees to notify Mortgages immediately in writing upon the occurrence of all default, or event that with the passage of time, tailure to cure, or giving of notice; might result in a default under any of Mortgager's obligations that may be secured by any presently stisting or future Encumbrance, or that might result in an Encumbrance affecting the mort; aged Property, or should any of the mortgager Reperty be seized or attached or levied upon or threatened by seizene or attachment or levy, by any person other than Mortgager, whall have the right within

Loan No 20015012

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

Insurance. If Mortgagor should for any reason fell to maintain insurance in the mortgaged Property as required under this Mortgage, Mortgages may make Additi tal Advances on Mortgagors behalf for the purpose of purchasing and maintaining, and Mortga see may purchase and maintain such insurance coverage (including insurance protecting only Mr. tgages's interests in the Property).

Texas. If Mortgagor should for any reason fall to promptly pay when due taxes assessments and governmental and other charges as required under this Mortgago, Mort ages may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mi rigages may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fall to make all necessary repain to the mortgaged Property and to keep the Property in good working order and condition as a quired under this Mortgago, Mortgagor agrees that Mortgages may make Additional Advancia on Mortgagor's benefit for the purpose of making, and Mortgages may make, such repairs and a unitenance to the mortgaged Property as Mortgages may deem to be necessary and proping within its sole discretion.

Endumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the mortgaged Property, without having first chrained Mortgages's prior written consent, or (I Mortgagor should for any reason default under any cold ration secured by any presently existing or future Encumbrance, Mortgagos may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagos any deem to be necessary and proper, within Mortgages's sole discretion, to pay and fully eathly such obligation and/or Encumbrance, to cure or rectify any such defaults or defaults, and to prevent the occurrence of any future defaults. OCCURRENCE of any future defaults.

Other. Mortgages may further make Additional Advances on Mortgagor's bell aff and take such other action or actions as Mortgages may deem to be necessary and proper, in this Mortgages's sole discretion, to cure and rectify any actions or tractions on Mortgagor's part, as are required under this Mortgage, that are not fisted immediately above.

No Obligations. Nothing under this Mongage shall obligate Montgages to make any such Additional Advances, or to take any of the above actions on Montgager's bellaif, or as making Montgages in any way responsible or liable for any loss, damage or injury to Mi rigagor, or to any other person or entity, resulting from Mongages's election not to advance at y such additional sums or to take any such action or actions. In exidition, Montgages's election is make Additional Advances and/or to take any above action or actions on Montgager's behalf, shi if not constitute a waiver or londerance by Montgages of any Event of Default under this Montgage.

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

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collaboration of the prompt and punctual payment and satisfaction of any at it all present and future indebtedness. In tavor of Mortgages as may be outstanding from time to till a, at any one or more times, and all Additional Advances that Mortgages may make on Mortgagor's intuit pursuant to this Mortgage, together with interest thereon as provided heroin up to a maximum principal amount outstanding at any one or more times, from time to time, not to exceed U.S. 350,00 0,000.00, together with interest, costs, expenses, attorneys' fees and other fees and charges, Mortgage / hereby assigns, pledges and grants Mortgages a continuing security interest in and the sale transfer.

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

Lesses, Rents and Protts. Any and all present and future lesses or subletises affecting the mortgaged Property, and all rents, income, and profits therefrom, including with an limitation, any and all rents, income, profits, bonuscs, revenues, royalties, cash or security if eposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future lesses or subleases and to receive and enforce any rights that Mortga; or might have to collect rents and all other payments.

Deposits. Any and all present and future deposits or other security or at more payments, including rental payments, made by or on behalf of Mortgagor to others, with relibertio (a) utility services regarding the mortgaged Property, (b) cleaning, maintenance, repair, (i) similar services returning 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 beliaff of Mortgagor regarding the mortgaged Property, and/or (e) parking or similar services or not set regarding the mortgaged Property.

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

Commet Hights. To the extent assignable and/or transferrable, any and a of Mortgagor's present and future contract rights, instruments, documents, and general intangiti as necessary for



Loan No 20018012



MORTGAGE (Continued)

Page 7

the following rights and remedies, in addition to any other rights and remedies provined by law: Acceleration: Foredocure. Mortgages shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the indicate; less: Mortgages shall have the additional right, again at its sole option, to declare the area said Note to be immediately due and payable, in principal, interest; costs and attorney's feet. Mortgages shall then have the right to commence appropriate to reclosure proceedings again a the mortgaged Property and against Mortgage's Rights as provided in this Mortgage.

Setars and Sele of Mortgaged Property. In the event that Mortgages sin as to commence appropriate Louisians breclosure proceedings under this Mortgage, Mortgage: may cause the mortgaged Property, or any part or parts thereof, to be immediately selzed and sold, whether in 1977 of court or in vacation, under ordinary or executory process, in accordant e with applicable louisians law, to the highest bicker for cash, with or without appraisament, and without the necessity of making additional demand upon or notifying Mortgagor or plan a Mortgagor in default, all of which are expressly waived.

Keeper. Should any or all of the mortgaged Property be selzed as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, effect ment, writ of field taclas or otherwise, Mortgager hereby agrees that the court issuint any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or antity named by Mortgagee at the time such selzure is requested, or any times thereafter, as Keeper of the mortgaged Property as provided under La. R. S. 251 M, et sec. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pit / 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 Mortgages to fore lose 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 lie, within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also 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 i vents of Default occur or exist under this Mortgage, Mortgages shall have the selectional right, at is sole option, to separately sell the aforesaid Hights, or any part or parts thereof, at private or pullic sale, at such price or prices as Mortgages may deem best, either for cash or for any other cor genesition, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisement, the benefit of which is also expressly waiving by Mortgagor. Mortgagor may exercise any other remedies with regard to Mortgagor's Rights as may be suithortzed order the Louisiana Commercial Laws (La. R.S. 10:9-101, ct seq.).

Authoratic Transfer of Rights. In the event of fureclosure under this Mortgage, or other transfer of title or sasignment of the mortgaged Property, or any part or parts thereof. In it is of payment of the included in the property of the included in the payment of the included in the payment of the included upon or transferred Property shall automatically inums to the benefit of and shall paint to the purchaser(s) or transferred(s) thereof, subject to the rights of the purchaser(s) or transferred(s) to reject such insurance coverage and/or Rights at its or their sale option and election.

Specific Performance. Mortgagee may, in addition to the foregoing transclies, c in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Min tragger seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

Cumulative Remedies. Mortgages's remedies as provided herein shall be cure lative in nature and nothing under this Mortgage shall be construed as to limit or restrict I is options and remedies available to Mortgages following any Event of Default, or to in any way brift or restrict the rights and ability of Mortgages to proceed directly against Mortgagor and or against any guarantor, surety or endorser of the Indebtedness, or to proceed against other is illateral directly or indirectly securing any such indebtedness.

MORTGAGETS RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS A ID PAYMENTS BEFORE OR AFTER BEFART. Mortgages shall have the right, at his sole option and election, at any time, whether or not one or more Events of Default then exist under this Mortgage, I directly collect and receive all proceeds and/or payments arising under or in any way, acculing it an Mortgagor's Rights, as such amounts become due and payable. In order to permit the foreging, Mortgagor's not deliver to Mortgages, Immediately following demand, my and all of Mortgagor's recents, ledger sheets, and other documentation, in the form requester by Mortgages, with regard to Mortgagor's Rights and say and all proceeds and/or payments applicate a fixereto.

Mortgages shall have the further right, whether or not an Event of Default then a lists under this Mortgages shall have the further right, whether or not an Event of Default then a lists under this Mortgage, where appropriate and within Mortgages's sole discretion, to the suit, either in Mortgages's own name or in the name of Mortgager, to collect any and all proceeds and payment that may then and/or in the future be due and owing under and/or as a result of such rights. When it is necessary for Mortgages to attempt to collect any such proceeds and/or payments from the object therefor, Mortgages may compromise, settle, extend, or renew for any symmetric from the object than the original period), any obligation or injectedness thereunder or evidenced thereby or surrender, release, or exchange all or any part of said obligation or indebtedness, without affectly of the liability of Mortgager under this Mortgage or under the indebtedness. To that end, Mc Igagor hereby prevocably constitutes and appoints Mortgages as its atterney-in-fact, coupled with an interest and

O:WESTON W. SINATAMA CARANY: 201 ST. CHARLES AVE.





MORTGAGE (Continued) .

Page 9

Loan No 20018012 Mineralar,

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

Severability. If any provision of this Mortgage is held to be invelid, 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 Mortgages. Whenever Mortgages's consent or approval a required under this Mortgage, the decision as to whether or not to consent or approve shall (3 in the sole and exclusive discretion of Mortgages, and Mortgages's decision shall be final and () inclusive.

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

POSSESSION OF PLEDGED NOTE. The parties to this Mortgage hereby agree that Mortgagor's possession of the aforesaid Note, at any time and for any reason, shall not have at y effect upon the continued validity and/or enforceability of this Mortgage, and that Mortgagor may ple ige and repledge the aforesaid Note, from time to time, one or more times, within Mortgagor's lold election and describin, whether to Mortgages or to any subsequent holder or holders of the afort allel Note.

INTERVENTION. AND NOW, INTO THIS MORTGAGE INTERVENES Kenneth M. Vabb, a resident of Acadla Paristi, LA, who accepts this Mortgage on behalf of Lander and any future andler(s) of the Note.

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

Breek da J. Hoopen

MORTGAGOR:

Body Uditers Sports Industries, Inc.

A Part of the Part

JEHALF

Kenfath M. Webs

JAMAN D. LANGA MOTARY PUBLIS

LARCO PRO, May, CLE, Pat, b T.S. DIT, Var. 3.740/6/1990 GP ProSurvices, Inc. and Sulforni Compliance, Sec. All rights respected, (LA - 49 Filling 88) 10212-Like



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 Cumingham 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, Louisians.

- **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, h ginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunninghan: 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 Fill y-six (56), 240 feet to a point; thence running in a Southerly direction along the West box adary of public street, 220 feet; thence running West, 240 feet to a point; thence running N xth 220 feet to the point of beginning; said property measuring 240 feet running East and Vi allby 220 feet running North and South, more or less, bounded on the North by Block Ne. 1 iffy-six (16) of the Cunningham Division to the City of Rayne, Louisiana; on the South of perty of the estate of George K. Bradford, on the East by abandoned right of way, 663; salahad Parific Railroad and on the West by property of Cline Children Class Trust.
- That certain tract or parcel of ground, together with all buildings and implicin metits situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of it comminghan Division to the City of Rayne, Parish of Acadia, State of Louisiana, and from ting 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 N atheast 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 (Highwa; 90) 60.0 feet, more or less, to the Northwest corner of Lot One (1) of Block Fifty-8 x (56) of the Cumingham Division, thence running South along the West boundary of 1 of 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 reginning.
- Those certain lots or percels of ground, together with all buildings and improve nents 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 | Itvision 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, Louis lana.
- 5. Those certain lots or parcels of ground, together with all buildings and improve nexts 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 Louisians, 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.
- That contain tract or parcel of ground, together with all buildings and improve tents situated 6. thereon located immediately South of and adjoining Lots Five (5) and Six (6) c ?Block Fiftyfive (55) the Cunningham Division to the City of Rayne, Louisiana, and bein; described as measuring 130 feet by 220 feet, more or less, fronting 130 feet on East Soul i First Street, running bank between parallel lines, a distance of 220 feet, more or less, said | roperty 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 Lo., siana; thence running in a Southerly direction along the west boundary of that certain 240 for t 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, records d in Conveyance book Q-43, at page 625, Original Act No. 516286, records of Acadia Par sh, 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 Bloc: 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 Cumingham 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), The (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 Rilyne, Louisiana.
- 6. That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of Lot One (I) of Block 'wo (2) of the Curningham Addition to the City of Rayne, Parish of Acadia, State of Louis lana, 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 Cunnin tham Addition, Rayne, Louisians; thence from said point of beginning running East along the | lorth 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 D igle, 79 feet to a point; thence running East along the South boundary line of property , whed by Elvis Daigle, 21.70 feet, more or less, to the East boundary of said Lot Two (2) of Block Two (2) of the Cummingham Addition, Rayne, Louisiana, thence running South long the East boundary line of said Lot Two (2) of Block Two (2) of the Cunningham A idition, Rayne, Louisiana, 41 feet to the Southeast corner of said Lot Two (2); thence runt ng West along the South boundary of said Lot Two (2) of Block Two (2) of the Cunning ham 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 it ginning.
- 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 fee; of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Pa ish of Acadia, State of Louislana, 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, Louislana.
- That certain lot or parcel of ground together with all buildings and improve neuts 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 thown on that certain plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Streeyor, dated January 5, 1979, attached to and made part of an act of safe from Anna Marie Heinen Privat, et al., to Robert T. Cline and Sherran LeBlane Cline dated January 11, 1972, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana
- 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) f Block Two (2) of the Cummingham Addition of the City of Rayne, Parish of Acadia, State of Louisiana.



as per plat of survey prepared by Edmond E. Dupre', Jr., Registered Lan | Surveyor, dated January S, 1979, a copy of which is attached to and made part of an act. If sale from Anna Marie Heinen Privat to Robert T, Cline and Sherran LeBlanc Cline dated, annary 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 54 5907, records of Acadia Perish, Louisians.

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 Cunning ham Addition to the City of Rayne, Parish of Acadia, State of Louisiana; said property being jurther 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, Louisians; thence from said point of beginning running East along the North boundary of said Lot Eleven (11), 59,60 feet (2 a point; thence running South 02 degrees 05 minutes West, 30.70 feet to a point; thence anning North 88 degrees 00 minutes West, 59.60 feet to a point; thence running North 02 de grees 02 minutes East, 30.0 feet, more or less, to the Northwest corner of said Lot Eleven (1) of Block Two (2) of the Cumingham Addition to the City of Rayne, Parish of Acadia, State of Louisiana. Said property being further shown on that plat of survey prepared by Edmon i 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. C ine and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U- 6, at page 531, Original Act No. 454907, records of Acadia Pariah, Louisiana.

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

Notary Public

Acadia Parish, Louisiana

STATE OF LOUISIANA

PARISH OF ACAOTA

I hereby cartsy that the above and fore sleg is dirus and correct copy of Original Act No. 3 Tools of the of record in this Office in thorogage Book Lo. 503 page and in Conveyance Book No. 1979 of deal Louisian Country, Acada Parish, Acada Pari



STATE OF LOUISIANA

PARISH OF ACADIA

ACT OF CORRECTION

Before the undersigned Notary Public in the presence of the undersigned exemption is income. personally came and appeared:

> ROBERT THOMAS CLINE, (SSN: striling with Shooms Leplane, and the said SHERRAN LEBLANC CLINE, (SSN-434-68 4225), residents of end domiciled in Acadia Parish, Laureigns, whose sudgest it

> BODY MASTERS SPORTS INDUSTRIES, INC., (TAX ID #:72-086063), a Louisiana conjunction describiled in Acadia Paristi, Louisiana, expensions become and represented by its duly undersigned representative,

who decisited that by dead dated Jasuary 19, 1935, recorded in Conveyance Book Q-43, at 3 up 625, Original Act No. 516286, recentle of Acadia Parish, Louisisma, appearers, Robert Thomas (line and Sheron LeBlace Cline, acquired from the Trustee of the Benkruptcy Estate of Rayne Plane, Inc., the following described property, to-wit:

- Those certain into or percels of ground, together with all buildings and improvements situated themsen, known and described as being all of Lats One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Pifty-six (56) to the Countrigium Division to the City of Rayne, Parish of Acadia, Steen of Louisims, as per pirt of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish,
- That certain tract or percol of ground, together with all buildings and improvements giptated thereon, lying immediately South of and adjoining Block Fifty-six (36) of the Constinguan Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-chr (56) of the Consingher: Division to the City of Bayns, Parish of Acadia, State of Louisisses; there e from said point of beginning, running in so Essandy direction along the South boundary of said Block Fifty-six (56), 240 that to a point, theore running in a Southerly direction along the West boundary of public street, 220 feet, throce 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 Black No. Fifty-six (56) of the Commission Division to the City of Rayne, Louistone; on the South by property of the estate of George K. Bradfurd, on the East by missioned right of way of Taxas 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. 658052, records of Acadin Parish, Louisiana, appearons, Robert Thomas Cline and Shertan LeBlane Cline, transferred and conveyed unto appearer, Body Masters Sports Industria, Inc., various tracts of land, it being the intention of appearant, Robert Thomas Cline, States Left and Cline and Hady Marinus Sports Industries, Inc., that Robert Thomas Cline and Shurran LeHlanc Cil. e transfer to Body Masters Sports Industries, inc., the various meets of land set forth in said Act of Peach ago slong .MIR. 733 PAGE 936

■R#61 PAGE 456

EXHIBIT "F"



with the six lots and 220' x 240' tract of land hereinshow mentioned. Although it was the in aution of the appearent to transfer and convey anto Body Masters Sports industries, Inc., the six lots and the 220' x 240' tract of land hereinshove mentioned to Body Masters Sports Industries, Inc., by 10 i Act of Exchange recentled in Conveyance Book L-56, stronge 751, Original Act No. 658052, records: Exchange Parish, Louisisms, said properties were innoventently omitted from the Act of Exchange.

Countdering the faregoing and for the same consideration originally recited in the Act of Exchange dated February 22, 1999, recorded in Convoyance Book L-56, at page 751, Original Act No. 658052, records of Acadia Pariab, Louisiana, appearers, Robert Thomas Cline, Sherran Leible at Cline and Body Masters Sports Industries, Inc., desire to correct and reform said Act of Exchange () include in the proporties received by Body Masters Sports Industries, Inc., the six lots and the 220° x; 40° tract of land hereinshove set forth.

Appearers, Robert Tienmas Cline, Sherran LaBlanc Cline and Body Masters Sports It: Instrine, Inc., acknowledge and ratify that certain Act of Mortgage from Body Masters Sports Industrie: Line, to Bank of Commerce & Tritat Company, Buyne, Louisiana, dated and recorded March 30. 999, in Martgage Book 563, at page 1, Original Act No. 659626, records of Acadia Parish, Louisia: t, in the amount of \$5,000,000.00 and that certain martgage dated June 23, 1999, recorded in Mortga: y. Book 568, at page 534, Original Act No. 663086, records of Acadia Parish, Louisians, in the sc count of \$458,017.58 in fivor of Bank of Commerce & Treat Company.

I, the undersigned Notary Public, do hereby request that the Clerk of Court in and fit. Acadia
Parish, Louisiana, make note of this act of correction in the margin of his records in Conveyor a Book
L-56, at page 751, Original Act No. 655052, records of Acadia Parish, Louisiana, in Mortgage B. ok 563,
at page 534, Original Act No. 663086, records of Acadia Parish, Louisiana, and in Mortgage B. ok 563,
at page 1, Original Act No. 659626, records of Acadia Parish, Louisiana, and in Mortgage B.

THUS DONE AND SIGNED at Rayne, Acadia Parish, Louisiana, this 12th day of James: 1, 2006, in the presence of the undersigned competent witnesses who have signed with appearers and me. Notary, after due reading.

WITNESSES:

Edna alston

ROBERT T. CLINE

Motory Public, Acadia Parich, Louisiana Print Notory Nume. Colone, B. For con Print Notory Number 12 - 2 ANN 75

JW. 733PAGE 937

#R#61 PAGE 457

THUS DONE AND SIGNED at Rayne, Acadia Parish, Louisiana, this 13th day of Jan 192y, 2006, in the presence of the undersigned competent witnesses who have signed with appearer and 1 to, Notary, after due reading.

WITNESSES:

THE NEW EDWA ALSTON

Sternand Black Line

Notary Public, Acadia Pariah, Louissana
Print Notary Name: Griffin B. Facanta,
Print Notary Number: Sept. 455475

THUS DONE AND SIGNED stRayne, Acades Parish, Louisians, this find day of Jan. my, 2006, in the presence of the undersigned competent witnesses who have signed with appearer and n. a. Nestry, after due reading.

WITNESSES:

Edna alatera

BODYMASTERSEPORTSINDUSTI IES, INC.

ROBERT THOMAS CLINE

B. B.

Notary Public, Acadia Parini, Logiciama Frint Notary Nume: Colonia W. Fare Lands Print Notary Number: Paper DS 475

BRB61PACE 458

ME. 733 PAGE 938

RESOLUTION OF THE BOARD OF DIRECTORS OF BODY MASTERS SPORTS INDUSTRIES, INC.

BE IT RESOLVED, that ROBERT T. CLINE be and he is hereby sufficied to because on beinglifof Body Masters Sports Industries, Inc., an act of correction connecting the following it transcens:

Act of Enchange dated February 22, 1999, recorded in Conveyance Book L-56, at page 71, Original Act No. 65805Z, records of Acadis Parish, Louisians; Act of Mortgage from Body Masters Sports Industries, Inc., to Bank of Commerce & Trust Company, Rayne, Louisians, dated and recorded March 30, 1999, in Mortgage Book 563, at page 1, Original Act No. 659626, records of Acadis Parish, Louisians, in the atomate of \$5,000,000.00 and that certain mortgage dated June 23, 1999, in seeded in Mortgage Book 568, at page 534, Original Act No. 653066, records of Acadia Parish, it buildens; to the below described property in the name of Body Masters Sports Industries, Inc.;

- These vertain lots or paniets of ground, together with all buildings and
 intervenients elected thereon, known and described as being all of
 Lots One (1), Two (2), Three (3), Four (4), Five (3) and Six (6) of Block
 Pity-six (56) to the Comminguism Division to the City of Rayne, Parish
 of Anadia, State of Louisians, as pur plat of acid division to said city on
 file and of record in the Office of the Clark of Court for Acadia Parish,
 Louisiana.
- That certain tract or parcel of ground, together with all hardeings and improvements situated thereon, lying immediately South of and adjoining Elect Fifty-six (56) of the Countrylers Division to the City of Rayne, Perish of Acadia, State of Louisiana, beginning at the Somhwest corner of Lot One (1) of Block Fifty-rix (56) of the Commingham Division to the City of Rayne, Parish of Acadia, State of Louisians; these from said point of beginning, naming in an Besterly direction along the South boundary of said Black Fifty-six (56), 240 that to a point; thence running in a Southerly direction along the West boundary of public street, Z20 feet; thence numbing West, 240 feet to a point; themeo running North 220 feet to the point of beginning, said property measuring 240 fest running East and West by 220 feet running North and South, more or less, bounded on the North by Block No. Party-six (56) of the Comminghum Division to the City of Rayne, Learnings; on the South by property of the catalo of Gampe K. Bradford, on the East by shandened 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.

Stemary Stemary

L. Reserved L. Chiest., Socretary of Body Marters Sports Industries, Inc., a Let internal comparation do hereby certify that the above is a true and correct copy of a resolution marris contry passed by the Board of Directors of said corporation, at a duly called mosting held

733 PAGE 939



Retarrington to the sharped area are for Landar's you only and do not lost the engineetity of this document in any particular losts of Rem.

Borrower: Body Musium Sports Industria, Inc. P. O. Bez a

Rayce, LA 79676-0296

(TDE:

RAYNE OFFICE 20 H ADARS AVE D O BOY AN RAYNE, LA THERE

Landor: MARK OF COMMERCE | YRLIST COMPANY THE 72012489

THE COMMERCIAL SECIESTY AGREEMENT is entered into between Body Masters Sports Industries, in: (reterred to below as "Grantor"); and Black OF COMMERCE & TRUST COMPANY (reterred to below as "Lander"). For valuable consideration, Grandor hereby pindigue to Lander and grants to Lander a confirming security inferest in the Comment to security inferest in the Comment to security inferest in the Comment of security inferest in the Agreement with manual to the Comment, in addition to all other rights a lated that cody have by last or

DEPENTIONAL. The billowing words shall have the following meanings when used in this Agramment. Terms not otherwise defined in this Agramment shall have the reasoning stationard to tenth facts in the Louisland Commercial Lave (i.e. 4LS. 10: 9-10), of sair 1. All references to dollar amounts and response are accounted to tenth facety receive of the United States of America.

Agreement. The word "Agreement" means this Communist Security Agreement, as this Commercial Security Agreement may be unabsided or modified from the to time to time, implicar with all emission and solved up all or to be alterback to this Communist Security Agreement from time ю шуна.

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Cather Rights and Remedian. In addition, Leader shall take and may counties any or all other rights and remer; as it may have available at law,

Commissive Franceline. All of Lecture rights and returnine, whether evidenced by the Agreement or the Refit ad Documents or by any other willing, shall be considered and may be excepted singularly or concurrently. Similar by Lecture to pursue any a which shall not exclude pursuit of any other remarks, and an election to make expenditions or to take entire to perform an obligation of Greek or under the Agreement, after Greeke to perform, shall not allest Landar's right to declare a default and to commiss in remarks.

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15th JUDICIAL DISTRICT COURT FOR THE PARISH OF ACAL IA

STATE OF LOUISIANA	
DOCKET NO	DIV: '"
RAYNE PROPERTIES, LLC	
VERSUS	
BODY MASTERS SPORTS INDUSTRIES, INC.	

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STATE OF LOUISIANA	<u>AFFIDAVII</u>	ECEIVED MAN 28 P 3 22 DAY OF COURT PARISH PARISH	

PARISH OF ACADIA

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

- That he is person of the full age of majority and is the Manager of F. titioner, 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 Mill on 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 var able 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"

- That the "prime rate" reflected in the Wall Street Journal as of Man h 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 Acce int Information (for Account No. 220018012) in preparing this Affidavit and in preparing the fac s pleaded in the Verified Polition for Executory Process and Appointment of Keeper (the "Petitio");
- 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, 19! 9, 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;
- That Exhibit "C" attached hereto reflects the Rate charged on the Note from March
 11, 1999 through the date of the filing of this Petition;
 - That the Rate as of the day of filing is 5.60% per annum.
 After which affiant sayeth naught.

WITNESSES:

Name: Melisso Comicu

APlease Print)

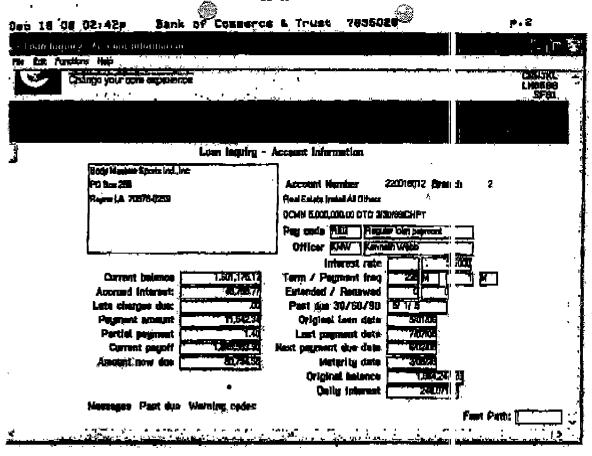
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EXHIBIT "B"



Dolo	Lama Crave	
Date	WSJ Rete	WSJ Rate + 1.00
11/18/1998	7.75	8.75
7/1/1899 8/25/19 99	<u>a.qo</u>	90.8
11/17/1989	8.25 8.50	9.25
2/3/2000	8.50 8.75	9.50
3/22/2000	8.75 9.00	9.75
5/17/2000	9.50	10.00
1/4/2001	9.00	10,50
2/1/2001	8.50	10.00 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
6/18/2 001	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 <u>.2</u> 5	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 <u>.2</u> 5
2/2/2005	5.50	6.50
3/22/2005 5/3/2005	5.75	6,75
6/30/2005	6.00 6.25	7. 0 0
8/9/2005	6.50	7.25
9/21/2005	6.75	7.50 7.75
11/1/2005	7,00	8. 0 0
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
8/29/200 0	8,25	9.25
9/18/2007.	7.75	8.75
10/31 <i>/</i> 2007	7. 5 0	8.50
2/11/2007	7.25	8.25
1/22/2008	6.50	7.50
1/30/2008	9.00	7.00
3/18/2008	5.25	6. 2 5
4/30/2008 10/8/2008	5,00	6.00
0/29/2008	4.50	5.50
0/20/2008 2/16/2008	4.00	5.00
- · 4/2000	3.25	4.25

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EXHIBIT 'C'



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

3/31/1999 10/1/1999 8.7500 9.5000 11/1/2000 11/3/2000 11/1/2000 9.2500 9.5000 47/2000 41/2000 9.5000 9.7500 10.5000 17/3/2000 71/1/2001 9.7500 10.5000 9.5000 47/2/2001 41/1/2001 10.5000 9.5000 47/2/2001 41/1/2001 9.5000 9.5000 47/2/2001 71/1/2001 9.5000 9.5000 17/2/2001 71/1/2001 9.5000 9.5000 7/2/2001 71/1/2001 9.5000 7/5000 7/2/2001 71/1/2001 9.5000 7/5000 7/5000 10/4/2001 10/1/2001 7.7500 7.5000 10/8/2001 10/1/2001 7.5000 7.5000 10/8/2001 10/1/2001 7.5000 7.5000 11/2/2002 11/1/2002 7.5000 6.0000 11/2/2003 11/1/2002 6.0000 5.7500 11/2/2003 11/1/2003 5.7500 5.2500 7/1/2003 8/227/2003 5.2500 5.0000 7/8/2004 7/1/2004 5.0500 5.2500 10/1/2004 10/1/2004 5.2500 5.5000 7/8/2005 11/1/2005 5.5000 6.2500 7/1/2005 7/1/2005 7/1/2005 7.5000 7.2500 10/4/2005 7/1/2005 7.0000 7.2500 10/4/2005 7/1/2005 7.0000 7.2500 10/4/2006 11/2/2006 8.2500 7.7500 8.2500 10/1/2006 11/2/2006 8.2500 8.5000 8/30/2006 7/1/2006 8.5000 8.7500 8/30/2006 7/1/2006 8.5000 8.7500 8/30/2006 7/1/2006 8.5000 8.7500 8/2500 6/30/2006 7/1/2006 8.5000 8.7500 8/2500 8/30/2006 7/1/2008 4/1/2006 8.5000 8.7500 8/2500 10/1/2006 8.5000 8.7500 8/2500 8/	Date	Effective Date	Bank Old Rate	Bank	New Ra	to
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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

Public, duly commissioned and qualified in and for the aforesaid Parish and that and if presence of the undersigned competent witnesses, came and appeared:

Mark Knight BE IT KNOWN, that on this __day of January, 2009, before me, the un lessinged Notary

a person of full age of majority and resident of the Parish of Lafayette, State of Louisinha, who, being duly sworn, did depose and say that he is the Manager of Rayna Propert: 28, 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

GAMDE-LLE47433_LDOC

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