IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA

In re	)	**Chapter 11**
West Baton Rouge Credit, Inc.,	)	**Case No. 17-10227**
Debtor.	)	

MOTION FOR THE ENTRY OF ORDER APPROVING THE SALE OF ASSETS FREE AND CLEAR OF LIENS AND INTERESTS

Dwayne M. Murray, solely in his capacity as chapter 11 trustee (the "Trustee") for the estate of West Baton Rouge Credit, Inc., submits this motion (the "Motion"), pursuant to 11 U.S.C. §§ 105, 363 and 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), seeking the entry of an Order approving the sale of assets free and clear. In support, the Trustee represents:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. The subject matter of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. § 1408. The statutory predicates for the relief sought in this Motion include Bankruptcy Code §§ 105, 363 and 365 and Bankruptcy Rules 2002, 6004, 6006 and 9019.

General Background

2. This case was commenced on March 14, 2017 by the filing of a voluntary petition. The Trustee was appointed trustee on August 18, 2017 and remains the duly appointed trustee in this case.

3. The Trustee has diligently sought potential purchasers for the estate's assets and that search has recently culminated in that certain Asset Purchase Agreement (the "Executed Agreement," attached hereto as **Exhibit 1**) by and between the Trustee on the one hand, and Tower Credit, Inc. (the "Purchaser"), on the other, dated as of March 14, 2018.

4. A summary of the terms of the proposed sale to Purchaser under the Executed Agreement are as follows:[1]

Term Summarized	**Executed Agreement**
"Purchased Assets"	(i) All rights of Seller in and to loans, contracts, accounts receivable, rights of collection, files, books and records, and other rights or property associated with any loans made by Seller ("Loan Portfolio"), and all collections related to same received on or after March 6, 2018; and (ii) Seller's furniture and fixtures.
"Excluded Assets"	(a) All refunds and claims for refunds of taxes and other governmental charges for the period ending on, or prior to, the Closing Date; (b) All cash of the Seller as of the Closing Date, subject to the provisions for collections received on or after March 6, 2018; and (c) All causes of action or other rights against any person or entity of Seller, including without limitation, any causes of action arising out of or related to the operation of Seller's business prior to the Closing Date, provided that any rights of collection or other rights against account debtors shall not be excluded.

[1] This section is intended as a summary. For a full recitation of all terms and conditions, parties should consult the Executed Agreement attached hereto. In the event of any conflict between the terms it and any Order of this Court, the Order shall control.

"Purchase Price"	Cash of $81,546.29
"Break-Up Fee"	Three Percent
"Closing"	The sale of the Purchased Assets shall be closed within five (5) days from the entry of the Sale Order.

Relief Requested

5. The Debtor seeks the entry an order (the "Sale Order," attached hereto as **Exhibit 2**) (a) authorizing the Sale of the Purchased Assets to the Purchaser, free and clear of liens, claims and interests, with liens, claims and interests attaching to the proceeds, by and through the relevant Purchase Agreement; (b) approving the Executed Agreement; (c) determining that the Purchaser is a good faith purchaser pursuant to 11 U.S.C. § 363(m); (d) abrogating the fourteen (14) day stay imposed by Fed. R. Bankr. P. 6004(h); and (e) other related relief.

I. The Sale Free and Clear

A. Approval of Sale under § 363(b)(1)

6. This Motion contemplates that the Purchaser will buy the Purchased Assets through the relevant Purchase Agreement. This purchase will be accomplished pursuant to 11 U.S.C. § 363, which provides that the Trustee, "after notice and a hearing, may […] sell […], other than in the ordinary course of business, property of the estate."[2]

[2] 11 U.S.C. § 363(b)(1). *See Stephens Indus. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986) ("bankruptcy court can authorize a sale of all a Chapter 11 debtor's assets under [Section] 363(b)(1) when a sound business purpose dictates such action."); *In re Gucci*, 126 F. 3d 380, 387 (2d Cir. 1997) ("A sale of a substantial part of a Chapter 11 estate may be conducted if a good business reason exists to support it."); *In re Lionel Corp.*, 722 F. 2d 1063, 1071 (2d Cir. 1983); *In re Chateaugay Corp.*, 973 F. 2d 141, 143 (2d Cir. 1992); *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct.").

7. The Court should approve the Sale of the Purchased Assets to Purchaser if it finds that the Trustee demonstrates a sound business reason for the sale and the parties acted in good faith to sell the Purchased Assets at a fair and reasonable price.[3] Section 105(a) provides in relevant part that "[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."[4]

8. Courts typically consider the following four factors in determining whether a proposed sale satisfies this standard: (a) whether a sound business justification exists for the sale, (b) whether adequate and reasonable notice of the sale was given to interested parties, (c) whether the sale will produce a fair and reasonable price for the property, and (d) whether the parties have acted in good faith.[5]

9. Once a trustee articulates a valid business reason for a sale, the business judgment rule acts as a presumption that the trustee has acted on an informed basis, in good faith, and in the honest belief that the sale is in the best interests of the estate.[6]

10. The Trustee's decision to sell the Purchased Assets to the Purchaser is based on its sound business judgment. The Debtor seeks to liquidate the estate so that it may justly and equitably compensate creditors. The sale of the Purchased Assets will generate value for the estate,

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[3] *See In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983) (holding that the proper standard to use when considering a proposed motion to sell is the business judgment test); *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir. 1986) (following *Lionel* in requiring a "business justification for using, selling, or leasing the property outside the ordinary course of business"). *See also In re 240 N. Brand Partners*, 200 B.R. 653, 659 (9th Cir. B.A.P. 1996) (citing to *Lionel* for proposition that "debtors who wish to utilize section 363(b) to dispose of property of the estate must demonstrate that such disposition has a valid business justification.").

[4] 11 U.S.C. § 105(a).

[5] *See*, *e.g.*, *In re Weatherly Frozen Food Group, Inc.*, 149 B.R. 480, 483 (Bankr. N.D. Ohio 1992); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991).

[6] *See In re Gulf States Steel Inc. of Ala.*, 285 B.R. 497, 514 (Bankr. N.D. Ala. 2002) ("The Trustee is responsible for the administration of the estate and his or her judgment on the sale and the procedure for the sale is entitled to respect and deference from the Court, so long as the burden of giving sound business reasons is met.").

and their sale will help expedite payment to the holders of allowed claims. Further, the Trustee plans to continue marketing the Purchased Assets to seek overbids following this Motion, which providess an opportunity for the Purchased Assets to be further exposed to the market, thereby providing the potential for an even larger recovery for the estate.

11. Because of the marketing efforts through which the Trustee is seeking a buyer, the Sale will produce a fair and reasonable price for the Purchased Assets. The Purchased Assets have been exposed to the market for a considerable length of time. In addition, the proposed Sale will now be exposed to the market by solicitation of overbids. Through this process the Trustee is assured of achieving the maximum value for the Purchased Assets.

12. The parties have acted in good faith. The Executed Agreement is the culmination of the Trustee's search for a buyer and was extensively negotiated between the parties at arms-length. The Purchaser and the Trustee had no connection whatsoever prior to the commencement of negotiations between them.

13. Here, each of the preceding four factors has been satisfied. The Trustee currently has inadequate liquidity to operate and needs to liquidate as soon as possible. The orderly sale of the Purchased Assets proposed herein will monetize the Purchased Assets for the benefit of the Trustee's creditors. The Trustee will be providing adequate and reasonable notice to interested parties of the opportunity to bid on the Purchased Assets and of the opportunity to object to the Sale of those assets or to provide a higher purchase price.[7] The procedure proposed herein will provide for an open and competitive bidding process for the Purchased Assets. The Trustee is

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[7] *See*, *e.g.*, *Folger Adam Security Inc. v. DeMatteis/MacGregor*, 209 F. 3d 252, 265 (3d Cir. 2000) (stating that notice is sufficient if it includes "the time and place of any public sale, the terms and conditions of any private sale, states the time for filing objections and, if real estate is being sold, provides a general description of the property"); *In re WBQ P'ship*, 189 B.R. 97, 103 (Bankr. E.D. Va. 1995) ("notice is sufficient if it includes the terms and conditions of the sale, if it states the time for filing objections, and if the estate is selling real estate, it generally describes the property") (quoting *In re Karpe*, 84 B.R. 926, 929 (Bankr. M.D. Pa. 1988)).

proceeding in good faith and will make a showing at the Sale Hearing that the Purchaser has acted in good faith. Courts generally conclude that parties have acted in good faith with respect to a proposed sale if the purchase price is adequate and reasonable and the terms of the sale are disclosed fully.[8]

14. As such, the Court should approve the Sale of the Purchased Assets pursuant to the Bid Procedures proposed herein.

B. Approval of the Sale Under § 363(f)

15. Pursuant to this motion, the Trustee also requests authorization to sell the Purchased Assets free and clear of any liens, claims, encumbrances, or other interests that may be asserted against the Purchased Assets. Section 363(f) provides for the sale of property of the estate by the debtor "free and clear of any interest in such property of any entity other than the estate."[9] Such "free and clear" provision permits a sale free and clear of interests beyond liens and permits a sale free and clear of claims,[10] contractual rights,[11] and statutory interests.[12]

16. Section 363(f) permits a debtor to sell "free and clear" of an interest if any one of the following conditions is satisfied:

1) applicable nonbankruptcy law permits the sale of such property free and clear of such interest;

2) the lienholder or claimholder consents;

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[8] *See*, *e.g.*, *In re Abbotts Dairies of Pa., Inc.*, 788 F. 2d 143, 149-50 (3d Cir. 1986).

[9] 11 U.S.C. § 363(f).

[10] *In re Trans World Airlines, Inc.*, 322 F.3d 283 (3d. Cir. 2003).

[11] S*ee Unsecured Creditors' Comm. of Robert L. Helms Constr. & Development v. Southmark Corp.*, 139 F.3d 702 (9th Cir. 1998).

[12] *See Precision Indus., Inc. v. Qualitech Steel SBQ, LLC*, 327 F.3d 537, 543-548 (7th Cir. 2003)).

3) such interest is a lien, and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

4) such interest is in bona fide dispute; or

5) the lienholder or claimholder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.[13]

In addition, a court may authorize the sale of a debtor's assets free and clear of any liens, claims, or encumbrances under Section 105 of the Bankruptcy Code.[14]

17. While Section 363(f) permits the sale of assets "free and clear of any interests," the term "any interest," as used in section 363(f), is not defined anywhere in the Bankruptcy Code.[15] In *Folger Adam*, the Third Circuit specifically addressed the scope of the term "any interest."[16] The Third Circuit observed that while some courts have "narrowly interpreted that phrase to mean only *in rem* interests in property," the trend in modern cases is towards "a broader interpretation which includes other obligations that may flow from ownership of the property."[17] As determined by the Fourth Circuit in *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 581-582 (4th Cir. 1996), a case cited approvingly and extensively by the Third Circuit in *Folger Adam*, the scope of 11 U.S.C. § 363(f) is not limited to *in rem* interests. Thus, the Third Circuit in *Folger Adam* stated that *Leckie* held that the debtors "could sell their assets under § 363(f) free and clear of successor liability that otherwise would have arisen under federal statute."[18]

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[13] 11 U.S.C. § 363(f).

[14] *See In re White Motor Credit Corp.*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) ("Authority to conduct such sales [free and clear of liens] is within the court's equitable powers when necessary to carry out the provisions of Title 11.").

[15] *Folger Adam Security v. DeMatteis/MacGregor, JV*, 209 F.3d 252, 259 (3d Cir. 2000).

[16] *Id*. at 258.

[17] *Id*. at 258 (citing 3 COLLIER ON BANKRUPTCY 363.06[1]).

[18] *Folger Adam*, 209 F.3d at 258.

18. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Estate's Sale of the Purchased Assets free and clear of all interests and claims, except with respect to any interests and claims that may be assumed liabilities under the applicable Purchase Agreement.[19]

19. Attached hereto as **Exhibit 3** is the result of the Trustee's search of the uniform commercial code filings in Louisiana (the proper location for perfection of UCC security interests against the estate), which show no perfected UCC liens.

20. While there may be other attempted perfections of security interests in states other than Louisiana, the Trustee takes the position that such filings are ineffective under the UCC as the provisions of the UCC require that to be effective a financing statement must be filed with the appropriate office in the state of incorporation of the Debtor.[20] In this case, the Debtor is incorporated under the laws of the state of Louisiana, and UCC lien filings must be made in Louisiana.

21. In this case, sale under Section 363(f) "free and clear" of the above interests is appropriate because there are no liens encumbering the property to be sold.

22. The Trustee requests that the Court approve the Sale of the Purchased Assets as free and clear on any liens, claims and interests whether now known, with any such liens, claims and interests attaching instead to the proceeds of any such Sale.

C. Overbid Procedures and the Sale Process

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[19] *See Citicorp Homeowners Services, Inc. v. Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988).

[20] *See generally*, UCC § 9.307.

23. The Trustee plans to continue marketing the Purchased Assets through reasonable marketing efforts seeking overbids. Further, parties in interest will receive notice and copies of this Motion through the bankruptcy process.

24. The Trustee requests that parties interested in placing a competing bid ("Overbid") against that of the Purchaser be allowed to do so under the following conditions:

a. Parties seeking to make an Overbid must utilize and abide by an overbid purchase agreement form (the "***Overbid Purchase Agreement***"). The Overbid Purchase Agreement is identical in form to the Purchase Agreement and is available from undersigned counsel.

b. The Overbid Purchase Agreement should be executed and returned to undersigned counsel at least seven (7) days prior to the scheduled hearing.

c. Parties seeking to make an overbid must make the $8,000.00 deposit required in the Overbid Purchase Agreement, and further provide undersigned counsel with evidence of their ability to fund the purchase of the Purchased Asset. Such evidence may include, but is not limited to, the following verifiable documents: certified financial statements, prequalification letters from mortgage lenders combined with evidence of the purchaser's ability to fund the down payment, margin account balances, etc.

d. Initial Overbids must be comprised of: (i) the amount of the original bid, plus (ii) $5,000 minimum initial overbid increment, plus (iii) a three percent breakup fee; for a total amount of $88,992.68.

e. In the event of one or more Overbids (including the Purchaser), the Trustee or this Court may conduct an auction to determine the highest and best bidder.

f. The Trustee will evaluate Overbids using his business judgment. The Trustee will select not necessarily the highest bid, but the highest and best bid ("Successful Bidder") as the person or entity to which the Estate will propose that the Court sell the Purchased Assets.

g. The second highest and best bid, as determined by the Trustee in his business judgment, shall remain obligated to purchase the Purchased Assets at its last bid, as the "Backup Bidder." The Trustee may proceed to close with the Backup Bidder in the event that the sale of the Purchased Assets does not close with the Successful Bidder.

25. The Trustee may waive and/or alter these rules and requirements if in the interest of the Trustee's estate[21].

26. The party (whether the Purchaser, or another person or entity submitting an Overbid) with which the Trustee closes the sale of the Purchased Assets shall be considered the Purchaser hereunder.

27. "When conducting an asset sale, the ultimate responsibility of the debtor, and the primary focus of the bankruptcy court, is the maximization of the value of the assets sold."[22] In furtherance of that goal, bidding procedures, such as those proposed here, may be used in court-supervised asset sales because they streamline the acquisition process, "help to provide an adequate basis by which to compare offers" and ultimately, maximize value.[23]

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[21] This section is intended as a summary. For a full recitation of all terms and conditions, parties should consult the proposed Bid Procedures Order attached hereto.

[22] John J. Jerome & Robert D. Drain, *Bankruptcy Court is Newest Arena for M&A Action*, N.Y.L.J., June 3, 1991.

[23] *See id. See also In re Integrated Res., Inc.*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (bidding procedures "are important tools to encourage bidding and to maximize the value of the debtor's assets.").

28. The sale process described above is reasonably calculated to encourage a buyer to submit a final bid within the range of reasonably anticipated values.

29. The Trustee believes that the sale process described above is appropriate under 11 U.S.C. §§ 105 and 363 to ensure that the bid process is fair and reasonable and will yield the maximum value for the estate and its creditors. The sale process described above is designed to maximize the value received for the Purchased Assets by facilitating a competitive process in which all potential bidders are encouraged to participate and submit competing bids.

30. The sale process described above provides potential bidders with sufficient notice and an opportunity to acquire information necessary to submit a timely and informed bid. Thus, the Trustee and all parties in interest can be assured that the consideration for the Purchased Assets will be fair and reasonable. At the same time, the sale process described above provides the Trustee with the opportunity to consider all competing offers and to select, in his reasonable business judgment the highest and best offer for the Purchased Assets.

31. The Trustee submits that the sale process described above is fair and appropriate under the circumstances, consistent with the procedures routinely approved by courts in this state and in the best interest of the Estate. Given the cash shortages and operating costs, the Trustee believes that it is imperative that he promptly move forward in hope that higher and better offers are generated for the Purchased Assets. Accordingly, the sale process described above was developed consistent with the Trustee's need to expedite the Sale process, but with the objective of promoting further active Overbids that will result in the highest or better offer for the Purchased Assets. The sale process described above is designed to facilitate the orderly, yet competing, bidding to maximize the net value realized from the Sale by the Estate. In particular, it contemplates a process with minimum (but appropriate) barriers to entry and provide potential

bidding parties with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed bid.

32. At the same time, the sale process described above provides the Trustee with an adequate opportunity to consider competing bids and select the highest and best offer for the completion of the Sale. Entering into the Executed Agreement with Purchaser or entering an Overbid Purchase Agreement with another bidder ensures the Estate obtains fair market value by setting a minimum purchase price that will be tested in the marketplace. As such, the estate's creditors can be assured that, taking into account the financial condition of the debtor and the economy, the consideration obtained will be fair and reasonable and at or above market.

III. Relief from Bankruptcy Rule 6004(h) is Appropriate

33. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, lease of property… is stayed until the expiration of fourteen (14) days after entry of the order, unless the court orders otherwise." FED. R. BANKR. P. 6004(h).

34. All creditors and interested parties will receive notice of the Sale or a competing transaction and will be provided with an opportunity to be heard. The Trustee submits that such notice is adequate for entry of an order approving this motion and waiving the fourteen (14) days waiting period under Bankruptcy Rule 6004(h). Otherwise, the Trustee would need to further compress the notice period to accommodate the fourteen (14) day stay.

IV. Purchaser Acted in Good Faith

35. A condition to the consummation of the purchase of the Purchased Assets is that the Court find that the ultimate purchaser has acted in "good faith" within the meaning of 11 U.S.C. § 363(m). Section 363(m) provides that "[t]he reversal or modification on appeal of an authorization under [section 363(b) or (c)] of a sale or lease of property does not affect the validity

of a sale or lease under such authorization to an entity that purchased or leased such property in good faith."[24]

36. The good-faith requirement in § 363(m) is not specifically defined. Many courts turn to "traditional equitable principles and [hold] that the phrase encompasses one who purchases in good faith and for value."[25] "Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the debtor, or an attempt to take grossly unfair advantage of other bidders.'"[26] "The requirement that a purchaser act in good faith, of course, speaks to the integrity of his conduct in the course of the sale proceedings."[27] The good-faith requirement prohibits "fraudulent, collusive actions specifically intended to affect the sale price or control the outcome of the sale."[28]

37. A bankruptcy court is not required to make an explicit finding of good faith in order to authorize a sale under the Bankruptcy Code.[29] Although the Bankruptcy Code does not define "good faith purchaser," courts interpreting Section 363(m) of the Bankruptcy Code have held that "to show lack of good faith [a party] must show fraud, collusion… or an attempt to take grossly

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[24] 11 U.S.C. § 363(m).

[25] *Hytken v. Williams*, 2007 U.S. Dist. LEXIS 27671, *14 (S.D. Tex. Mar. 30, 2007) (quoting *In re Colony Hill Assocs.*, 111 F.3d 269, 276 (2d Cir. 1997), *aff'd*, 2008 U.S. App. LEXIS 12240 (5th Cir. June 6, 2008) (per curiam).

[26] *Hytken*, 2007 U.S. Dist. LEXIS 27671 at **14-15 (quoting *Dick's Clothing & Sporting Goods, Inc. v. Phar-Mor, Inc.*, 212 B.R. 283, 290 (N.D. Ohio 1997) (quoting *In re Rock Indus. Machinery Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978))).

[27] *Id*. at *15 (quoting *Rock Indus.*, 572 F.2d at 1198).

[28] *Id*. (quoting *In re Made in Detroit, Inc.*, 414 F.3d 576, 581 (6th Cir. 2005)).

[29] *See In re Zinke*, 97 B.R. 155, 156 (E.D.N.Y. 1989) (finding that a duty to make an explicit finding of good faith before permitting a sale "has not been imposed by the Second Circuit or the United States Supreme Court").

unfair advantage of other bidders."[30] Yet, because there is no bright line test, courts examine the facts of each case by concentrating on the "integrity of [an actor's] conduct during the sale proceedings."[31]

38. Under these standards – and by any other – the Purchaser has acted in good faith. The Executed Agreement or Overbid Purchase Agreement, as the case may be, and the Sale of the Purchased Assets pursuant thereto, is the product of an open market sale. The consideration to be received by the estate is substantial, fair and reasonable. The Trustee may supplement this with any additional relevant facts at or following the Sale Consummation Hearing. At such time, this Court should find that the Purchaser or other Successful Bidder should be considered a "good faith purchaser" within the meaning of § 363(m) with respect to the Purchase Agreement and the Sale of the Purchased Assets.

VIII. Notice

39. The Trustee intends to notice a full copy of this motion and exhibits on the (a) United States Trustee, (b) all potential holders of liens and interests against property of the Estate of which the Trustee is aware according to a review of current available information records, (c) all creditors on the Trustee's mailing matrix, (d) all parties that have requested notice in this case and (e) all counterparties to any executory contracts to be assumed and assigned.

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[30] *In re Coated Sales, Inc.*, No. 89 Civ. 37-4 (KMW), 1990 WL 212899 (S.D.N.Y. Dec. 13, 1990). *See also In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting *In re Bel Air Asocs., Ltd.*, 706 F. 2d 301, 305 (10th Cir. 1983)).

[31] *In re Pisces Leasing Corp.*, 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting *Rock Indus.*, 572 F.2d at 1198). *See also In re Abbotts Dairies of Pa., Inc.*, 788 F. 2d 143, 147 (3d Cir. 1986) ("The requirement that a purchaser act in good faith…speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.") (citations omitted).

40. The Sale Notice is reasonably calculated to provide parties in interest with proper notice of the potential Sale of the Purchased Assets, the related Bid Procedures, the Sale Hearing, the structure of the Sale and related implication on interested parties, including, without limitation, creditors, customers, and employees.

WHEREFORE, the Trustee requests the entry an Order: (a) authorizing the Sale of the Purchased Assets to the Purchaser, free and clear of liens, claims and interests, with liens, claims and interests attaching to the proceeds, (b) approving the Executed Agreement or Overbid Purchase Agreement of the highest and best bidder and Backup Bidder; (c) determining that the Purchaser is a good faith purchaser pursuant to 11 U.S.C. § 363(m); (d) abrogating the fourteen (14) day stay imposed by FED. R. BANKR. P. 6004(h); and (e) other related relief.

Respectfully Submitted,

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EXHIBIT 1

EXECUTED PURCHASE AGREEEMENT

AGREEMENT TO PURCHASE CERTAIN ASSETS

THIS AGREEMENT TO PURCHASE CERTAIN ASSETS (this "Agreement") is made and entered into as of this 14th day of MARCH, 2018, by and between West Baton Rouge Credit, Inc., though its duly appointed Chapter 11 Trustee, Dwayne M. Murray, ("Seller") and Tower Credit, Inc., a Louisiana limited liability company ("Buyer").

RECITALS

WHEREAS, on March 14, 2017, Seller filed a voluntary petition under Title 11, United States Code, commencing a Chapter 11 Bankruptcy, Case No. 17-10227 ("Bankruptcy Case") in the United States Bankruptcy Court, Middle District of Louisiana ("Bankruptcy Court"); on August 18, 2017, Dwayne M. Murray was appointed Chapter 11 Trustee;

WHEREAS, Buyer has conducted due diligence and investigation into Seller's business ("Buyer's Due Diligence"), and in association therewith, executed a Nondisclosure and Confidentiality Agreement by and with the Seller ("NDA");

WHEREAS, Seller desires to sell and Buyer desires to acquire, on the terms and subject to the conditions set forth below, the specific assets of Seller described herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE ASSETS

1.1 Purchase and Sale of the Purchased Assets; Bankruptcy Court Approval.

(a) The Seller shall sell to Buyer the following described assets (the "Purchased Assets"). Without limitation, the Purchased Assets shall exclude the Excluded Assets described below in Section 1.2.

(i) All rights of Seller in and to loans, contracts, accounts receivable, rights of collection, files, books and records, and other rights or property associated with any loans made by Seller ("Loan Portfolio"), and all collections related to same received on or after March 6, 2018 ("Transfer Date") ; and

(ii) Seller's furniture and fixtures, listed on Exhibit "A".

(b) The purchase and sale of the Purchased Assets shall be consummated at a closing (the "Closing") which shall take place on a date no later than five (5) days after the Bankruptcy Court's approval of the sale contemplated herein, or such later date as the parties hereto agree (the "Closing Date"), following fulfillment or waiver, in accordance with this Agreement, of all conditions to the Closing.

(c) Buyer will be subject to ordinary and customary objections and overbids in the Bankruptcy Court in association with the approval of the Sale contemplated herein. In the event of overbids, Buyer shall have the opportunity to increase its offer and participate in any auction conducted in association therewith. In such event, and if Buyer is not selected as the highest and best bid by Seller, but remains the second highest and best offer as determined by the Seller, Buyer agrees that it remains obligated to purchase the Property as a "Backup Bidder" as provided in the motion to approve this sale filed by Seller in the Bankruptcy Court. If Buyer is not selected as the highest and best bidder, and Seller closes on the sale of the Purchased Assets with another purchaser with a higher or better offer in the Bankruptcy Case, Buyer is entitled a three (3) percent breakup fee as provided in and subject to Section 6.3.

1.2 Excluded Assets. All assets, properties and rights of Seller not specifically included in the Purchased Assets shall be retained by Seller, including without limitation the following:

(a) All refunds and claims for refunds of taxes and other governmental charges for the period ending on, or prior to, the Closing Date;

(b) All cash of the Seller as of the Closing Date, subject to the provisions for collections contained in section 1.1(a); and

(c) All causes of action or other rights against any person or entity of Seller, including without limitation, any causes of action arising out of or related to the operation of Seller's business prior to the Closing Date, provided that any rights of collection or other rights against account debtors shall not be excluded.

1.3 Instruments of Conveyance and Transfer. On the Closing Date, Seller shall deliver to Buyer such bills of sale, assignments, and other good and sufficient instruments of conveyance and assignment, reasonably satisfactory in form and substance to the parties as shall be effective to vest in Buyer all of Seller's right, title and interest in and to, the Purchased Assets. Notwithstanding the foregoing, it is understood and agreed that Seller is only obligated to provide as part of the sale herein the promissory notes, loan files, other instruments, records and materials associated with the Purchased Assets that are currently in the possession of Seller; however, the Seller shall take all reasonable steps as may be reasonably practical to put Buyer in possession and operating control of the Purchased Assets as of the Closing Date. The parties acknowledge and agree that all of the Purchased Assets shall be sold, conveyed, and assigned to Buyer by Seller hereunder without any warranty whatsoever, but free of all liens, charges and other encumbrances whatsoever except as disclosed in writing to Buyer prior to the Closing. To the extent that any sale, transfer, use or other similar taxes may be imposed by reason of such sale, transfer, assignment and delivery of the Purchased Assets, Buyer shall bear any and all such taxes.

1.4 Deposit and Purchase Price. Buyer shall pay $81,546.29 Dollars for the Purchased Assets (the "Purchase Price") subject to adjustment for any collections received from the Transfer Date until the Closing Date. The Purchase Price for the Purchased Assets shall be paid by Buyer on the Closing Date. Buyer has provided to Seller a Deposit in the amount of eight thousand

($8,000.00) dollars ("Deposit"), which shall be credited to the Purchase Price at Closing, unless refunded or otherwise applied as set forth in Section 6.

1.5 Allocation of Purchase Price. The parties covenant and agree that the Purchase Price shall be allocated among the Purchased Assets as follows: (i) Loan Portfolio $69,546.29; and (ii) furniture and fixtures $12,000. The parties hereto agree to report this transaction for federal and state tax purposes in accordance with the foregoing.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER

In order to induce Buyer to enter into this Agreement and to purchase the Purchased Assets and to consummate the other transactions contemplated herein, Seller makes the representations and warranties set forth in this Article II:

2.1 Organization. Seller is a corporation, duly organized, validly existing under the laws of the State of Louisiana and has all necessary corporate power to own its properties and to carry on its business as now owned and being operated by it, provided that Seller is a Chapter 11 debtor, with an appointed Chapter 11 trustee, subject to the limitations inherent to same.

2.2 Authority. This Agreement is subject to Bankruptcy Court approval, and the Seller will seek to have this Agreement approved by same. Upon Bankruptcy Court approval, the Seller, through its Chapter 11 Trustee, will have the full power, legal capacity and authority to enter into this Agreement, and to perform its obligations hereunder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce the Seller to enter into this Agreement and to consummate the other transactions contemplated herein, Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Louisiana. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein by Buyer have been duly authorized by Buyer's members, and no further corporate authorization is necessary on the part of the Buyer.

3.2 Authority. Buyer has the full power, legal capacity and authority to enter into this Agreement, and to perform his or its obligations hereunder, and no approvals or consent of any other persons, entities or governmental bodies, agencies or instrumentalities are necessary in connection with the execution, delivery or performance of this Agreement by Buyer. The execution and delivery of this Agreement by Buyer has been duly authorized by Buyer's members and, if applicable, its managers, and no further company authorization is necessary on the part of Buyer. Upon the execution and delivery of this Agreement by Buyer, this Agreement shall be a valid and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by bankruptcy laws or laws affecting the rights of creditors generally and the availability of equitable remedies.

3.3 No Breach or Violation. The consummation of the transactions contemplated by this Agreement will not result in or constitute any of the following: (i) a breach of any term or provisions of any contract or any other material agreement to which Buyer is a party or may be bound; or (ii) a default or an event that, with notice or lapse of time or both would be a default, breach or violation of the articles of incorporation or by-laws of Buyer, or similar governing documents.

3.4 Enforceability. This Agreement is a valid and binding obligation of Buyer, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally.

3.5 Inspection and Condition of Purchased Assets. Buyer has conducted Buyer's Due Diligence, and has had the opportunity to conduct and complete all inspections of the Purchased Assets and all related books and records and component parts thereof as deemed necessary or advisable by Buyer, and Buyer is satisfied with and acknowledges is satisfied with the results of same, and desires to purchase the Purchased Assets for the Purchase Price based on the results of same. Seller makes no representation or warranty as to the condition of the Purchased Assets, or the assignability, current or future performance, current or future enforceability, or current or future collection prospects of the loans, accounts and other contracts comprising the Purchased Assets. Except as otherwise provided herein, Buyer accepts the Purchased Assets in their existing "AS IS" and "WHERE IS" physical condition. Buyer has relied solely on its own examination, inspection and evaluation of the Purchased Assets as to their condition, and not on any warranties or representations, whether express or implied or written or oral, from Seller.

3.6 Brokers and Finders. Buyer has no liability or obligation to pay any fee or commission to any finder, agent or other person with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.

3.7 Litigation. There is no claim, cause of action, suit, action, arbitration or legal, administrative, or other proceeding, or governmental investigation pending or, to the best knowledge of Buyer affecting Buyer's ability to acquire the Purchased Assets or execute and deliver this Agreement or consummate the transactions contemplated hereby. Buyer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality that would adversely affect the Buyer.

ARTICLE V
CONDITIONS TO CLOSING

5.1 Conditions Precedent to Buyer's Performance. The obligation of Buyer to consummate the purchase of the Purchased Assets in accordance with this Agreement is subject to the fulfillment of each of the following conditions, any of which may be waived in writing by

Buyer (or deemed waived by Buyer precedent to the Closing hereunder), in whole or in part, in its sole discretion:

(a) Compliance with this Agreement. The Seller shall have performed and satisfied all covenants, obligations, agreements and conditions required by this Agreement to be performed and satisfied by each of them on or prior to the Closing Date.

(b) Accuracy of Representations and Warranties. The representations and warranties contained in Article II hereof shall be true, correct and complete as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date.

(c) Bankruptcy Court Sale Order. The Bankruptcy Court shall have entered an order approving the sale of the Purchased Assets, free and clear of any and all liens, and such order shall have become final and not be subject to stay.

5.2 Conditions Precedent to Seller's Performance . The obligation of Seller to consummate the sale of the Purchased Assets in accordance with this Agreement is subject to the fulfillment of each of the following conditions, any of which may be waived in writing by Seller in whole or in part, in their sole discretion:

(a) Compliance with this Agreement. Buyer shall have performed and satisfied all covenants, obligations, agreements and conditions required by this Agreement to be performed and satisfied by it on or prior to the Closing Date.

(b) Accuracy of Representations and Warranties. The representations and warranties contained in Article III hereof shall be true, correct and complete as of the date when made and at and as of the Closing Date as though such representations and warranties had been made on such date.

(c) Bankruptcy Court Sale Order. The Bankruptcy Court shall have entered an order approving the sale of the Purchased Assets, free and clear of any and all liens, and such order shall have become final and not be subject to stay.

ARTICLE VI
TERMINATION

6.1 Termination. This Agreement may be terminated, and the Purchase may be abandoned, at any time prior to the Closing:

(i) by the mutual written consent of Seller and Buyer, or

(ii) by Buyer, if at any time prior to the Closing Date, as a result of an Order of the Bankruptcy Court, the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code, or in the event of a material breach hereunder by Seller;

6.2 Effect of Termination under 6.1. In the event that this Agreement is terminated pursuant to Section 6.1 (i) or (ii), the Deposit shall be immediately refunded, and this Agreement and the rights and obligations of the Parties hereunder shall immediately become null and void and of no further force or effect without any further action by any party; provided, however, that Buyer shall remain bound by the NDA.

6.3 Termination due to Bankruptcy Court Action; Breakup Fee. Subject to the Backup Bidder requirements contemplated in Section 1.1(c) and any other orders of the Bankruptcy Court, if Seller does not close on the sale of the Purchased Assets with Buyer due to Seller closing on the sale of the Purchased Assets with another purchaser with a higher or better offer in the Bankruptcy Case, then this Agreement shall terminate, and (i) the Deposit shall be immediately refunded; and (ii) Buyer shall be entitled to a one-time payment of three (3) percent of the Purchase Price herein as a breakup fee in order to compensate Buyer for its time and expenses associated with Buyer's Due Diligence. Thereafter, this Agreement and the rights and obligations of the Parties hereunder shall immediately become null and void and of no further force or effect without any further action by any party; provided, however, that Buyer shall remain bound by the NDA.

6.4 Termination for Breach by Buyer. In the event that the sale hereunder does not Close due to a breach of this Agreement or the representations or warranties herein by Buyer, then the Seller may either seek to enforce this agreement by specific performance, with no bond or deposit required, or terminate this Agreement and retain the Deposit as liquidated damages.

ARTICLE VII
MISCELLANEOUS

7.1 Expenses. Each party shall bear its own costs and expenses in connection with the sale and purchase of the Purchased Assets and the other transactions contemplated by this Agreement, including the fees and expenses of attorneys, accountants, advisors, brokers, investment bankers and other representatives, regardless of whether the transactions contemplated by this Agreement are consummated on the Closing Date or this Agreement is terminated. Buyer shall have all files, furniture and fixtures removed from the current office premises within ten (10) following the Closing; in the event that Buyer's delay or other actions of Buyer prevent the Seller from vacating the current office premises, then Buyer shall be responsible for any additional rent or other costs of Seller associated with same.

7.2 Notices and Legal Process. All notices and other communications and legal process shall be in writing and shall be personally delivered, transmitted by email, telecopier, telex or cable, or transmitted by postage prepaid, registered or certified mail with return receipt requested, as elected by the party giving such notice, addressed as follows:

(a) If to Buyer:

Tower Credit, Inc.
Attention Richard W. Huye, Jr.
3880 Florida Blvd.
Baton Rouge, LA 70806
Facsimile 225.387.3698
Email rhuye_towercr@msn.com

(b) If to Seller

Dwayne M. Murray
301 Main Street, Suite 810
Baton Rouge, LA 70801

With a copy to
Paul Douglas Stewart, Jr.
301 Main Street, Suite 1640
Baton Rouge, LA 70801
Facsimile 225.709.9467
Email dstewart@stewartrobbins.com

Notices shall be deemed to have been given: (i) on the first business day after posting, if mailed first class, (ii) on the date of receipt if delivered personally, or (iii) on the next business day after transmission if transmitted by email, telecopier, telex or cable (and appropriate answerbacks have been received). Any party hereto may change its address for purposes hereof by notice to the other parties hereto.

7.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

7.4 Waiver and Amendment. Any party may by written instrument extend the time for the performance of any of the obligations or other acts of any other party hereunder and may waive (i) any inaccuracies of any other party in the representations or warranties contained in this Agreement or in any document delivered pursuant hereto, (ii) compliance with any of the covenants, undertakings or agreements of any other party, or satisfaction of any of the conditions to its obligations, contained in this Agreement or (iii) the performance (including performance to the satisfaction of a party or its counsel) by any other party of any of its obligations set out herein. Any waiver, amendment or supplement hereof shall be in writing.

7.5 Entire Agreement. Unless otherwise specifically agreed in writing, this Agreement and the schedules and exhibits hereto represent the entire understanding of the parties with reference to the transactions set forth herein and supersede all prior representations, warranties, understandings and agreements heretofore made by the parties and neither this Agreement nor any provisions hereof may be amended, waived, modified or discharged except by an agreement in writing signed by the party against whom the enforcement of any amendment, waiver, change or discharge is sought.

7.6 Binding Agreement. Buyer may assign all or part of its rights under this Agreement to a subsidiary or Affiliate of Buyer or to lenders for security purposes; provided that all of the obligations of Buyer under this Agreement shall remain with Buyer after any such assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

7.7 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Louisiana, with jurisdiction proper in the Bankruptcy Court.

7.8 Attorneys' Fees. If any action at law or in equity is brought to enforce the provisions of this Agreement or any other agreement or instrument provided for herein, the prevailing party in such action shall be entitled to recover as an element of such party's costs of suit, and not as damages, actual attorneys' fees to be fixed by the court. The prevailing party shall be the party who is entitled to recover its costs of suit as ordered by the court or by applicable law or court rules. A party not entitled to recover its costs shall not recover attorneys' fees.

7.9 Captions and Headings. The captions and headings of the various articles, sections and subsections hereof and on the exhibits and schedules hereto are for convenience of reference only, and shall not affect the meaning or construction of any provision hereof or of any such exhibits or schedules.

7.10 Exhibits and Schedules. Each of the exhibits, schedules, certificates or other documents referred to herein or attached hereto are an integral part of this Agreement and are incorporated herein by this reference.

7.11 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

7.12 Further Action. In case at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, the parties to this Agreement, or any persons or entities designated by them, shall take such action as promptly as practicable.

7.13 Severability; Construction. If any provision or provisions hereof shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision or provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement or this Agreement as a whole. Words and phrases defined in the plural shall also be used in the singular and vice versa and be construed in the plural or singular as appropriate and apparent in the context used.

7.14 Specific Performance and Right to Injunctive Relief. Each party's obligations under this Agreement is unique. If any party should default in its obligations under this Agreement, the parties each acknowledge that the non-defaulting party, in addition to and not in derogation of any other available rights or remedies, may sue for specific performance. Seller hereby acknowledges that the breach of material terms contained in this Agreement (whether or not specifically designated as such) would cause irreparable damage and substantial prejudice to Buyer. Accordingly, Seller, further agrees that, in the event of any such breach or threatened breach, Buyer shall have, in addition to its legal remedies, the right to injunctive or other equitable relief, as permitted by law, to prevent the violation of either of their obligations hereunder.

7.15 No Interpretation Against Drafter. This Agreement is the product of negotiations between the parties hereto and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement.

7.16 Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated herein below

SELLER

WEST BATON ROUGE CREDIT, INC.

By: ______________________
Dwayne M. Murray
Chapter 11 Trustee
Date: 3-14-18

BUYER

TOWER CREDIT, INC.

By: ______________________
Name: RICHARD W HUYE JR
Title: SECT.
Date: 3/14/18

WEST BATON ROUGE CREDIT - Inventory List

Inventory ID	Name	Description	# of Items
	Reception Area		
	Receptionist desk	Curve L-shape wood grain	1.00
	File cabinet	3 drawer matching file cabinet w/key	1.00
	File cabinet	2 drawer matching file cabinet	1.00
CSXTDX1	CPU	Dell Intel Pentium	1.00
	Keyboard + Mouse	Dell Keyboard	1.00
	Monitor	SyncMaster T22B350	1.00
	Printer	HD Photo Smart 5520	1.00
	Desk Calculator	Sharp EL-1750 V	1.00
	Reciept Generator	Dymo Label Writer 400	1.00
	Phone	Toshiba 5 line	1.00
	Wall Clock	12" Round	1.00
	Wall Art	Multi-color (7 piece coordinated)	1.00
	Secretary Task Chair	Uphostered Beige on Wheels	1.00
	Side Guest Chair	Wood Arms & Legs/Upholstered	1.00
	Guest Area Love Seat	Brown & Gold Faux Leather	1.00
	Guest Chairs	Matching Brown & Gold Faux Leather	2.00
	Décor Urns	Chrome 14" & 18"	2.00

EXHIBIT
A

Inventory ID	Name	Description	# of Items
	Office 1 (Office Manager)		
	L Shaped Desk	Dark Woodgrain	1.00
	Matching Credenza	Dark Woodgrain 4 drawers w/cabinet	1.00
	Executive Office Chair	Cream Color Leather	1.00
SM B2230HD	Monitor	Samsung	1.00
CSWZDX1	CPU	Dell Intel Pentium/windows 7	1.00
	Keyboard + Mouse	Dell	1.00
	Printer	Hewlett Packard HP Envy 5660	1.00
93089	Receipt Generator	Dymo Label Writer 400	1.00
	Office Chair	Upholstered Beige Armless	1.00
	Visitor Office Chair w/Armrest	Wood and Upholstered	1.00
	File Lockbox	1970 Sentry	1.00
	Desk Art piece	Chrome	1.00
	Wall Art	Multicolored (7 piece)	1.00
	Wall Clock	18" Chrome	1.00
	Trash Can	Small Black Plastic	1.00
	Phone	Toshiba 5 line	1.00

Inventory ID	Name	Description	# of Items
	Office 2 (President's Office)		
	DARRAN Armoire	Matching Brown Wood 8 Drawers w/top cabinetry& sliding glass shelf doors	1.00
	Love Seat	Upholstered Green	1.00
	Guest Chairs	Modern Curved Upholstered Beige	2.00
	Monitor	Samsung HDTV 17"	1.00
	Keyboard + mouse	Dell	1.00
CSXSDX1	CPU	Dell Entel Pentium	1.00
	Wall Art	Modern Blue Glass/7 Piece	1.00
	Wall Art	Chrome Framed/Red Thunderbird	3.00
	Wall Clock	12"	1.00
	Plant Stands	Chrome 4' and 3'	2.00
	Misc Shelf and Desk Décor	Chrome	11.00
	Matching Side Table	Brown Wood	
	President's Office (Bathroom)		
	Wall Mirror	Brush Gold	1.00
	Wall Sconces	Brush Gold	2.00
	Framed Art	Brush Gold	2.00

Inventory ID	Name	Description	# of Items
	Office 3		
	WorkStation U-Shaped	Dark Brown Woodgrain 5 Drawers	
	Matching Credenza	Multishelf	
	Matching Side Desk (small)	Dark Brown Woodgrain (no drawers)	
	Visitor Chairs	Wood & Upholstered	2.00
	Desk Chair	Upholstered Beige	1.00
SM P2770HD	Monitor	HDTV 27"	1.00
	CPU	Dell Intel Pentium	1.00
	Keyboard + Mouse	Dell	1.00
	Printer	HP Envy	1.00
	Receipt Printer	Dymo Label Writer 400	1.00
	Wheel Writer 2 Typewriter	IBM Lexmark	1.00
		1 Replacement Cartridge	1.00
	Electronic Typewriter	Brother SX-4000	
	Wall Art	Multi color glass (7 piece)	1.00
	Wall Clock	18" Round	1.00
	Manual Cutter	Fiskal (Large)	1.00
	Misc. Shelf Décor	Chrome	3.00
	Hall Restroom		
	Metal Cabinet	Green, 4 drawer 5"	1.00
	Wall Art	Framed, Brush Gold 40"x30"	1.00
	Mirror	Framed, Brush Gold 30"x26"	1.00
	Hall		
	Wall Art	Black Frame Abstract 46"x30"	2.00

Inventory ID	Name	Description	# of Items
	Office 3		
	Office File Cabinets	5 Drawer	8.00
	Wood Table	48" Round Wood	1.00
	Chairs	Upholstered on wheels (Burgundy/Gold stripe	4.00
	Wood Box Stand	Black Square	1.00
	Trash Can	Large Beige Plastic	1.00

Inventory ID	Name	Description	# of Items
	Kitchen		
	Microwave Oven	GE White	1.00
	Toaster (small)	2 Slice White	1.00
	Electric Buffet Range	Mussey 2 Heating Elements	1.00
	Storage Shelf	Plastic 3 Shelves	1.00
	Computer Monitors	Visio 15" (On Shelf)	3.00
	Copy Room		
SB186	Copier (Large free standing)	Imagistics 4 drawer, collater	1.00
	Fax, Scanner (Large free standing)	Dell (black)	1.00
	Surveillance System w/Cameras	GeoVIsion	1.00
	Office Shredder	Activa V141	1.00
	Stand	4 Drawer Mahogany wood file box	1.00
	Commercial Stapler	Swingline Model 390	1.00
	Hand Staplers	Swingline	5.00
	Scotch Tape Dispensers	Desktop	5.00
	Binder Clips	3/4 Small 12 count	12.00
		1 1/4 Medium Binder Clips 12 count	1.00
	Standard Staples	Standard	2.00
	Colored Chalk	8 in a box	1.00
	Staple Pullers	manual hand	3.00
	Office Ink Stamps	Various sizes, various wording	25.00
	Paper Clips(small)	100 ct per box	20.00
	Power Staples	Bostitch 1/4	3.00
	Heavy Duty Staples	Box of 1000	1.00
	Calculator Paper Rolls	Refill for Sharp EL-1750V	8.00
	Software	2004 Microsoft Works Suite	2.00
	Software	Microsoft Office Home & Student 2010 Word, Excel, PowerPoint, OneNote	1.00
	Paper (Copier weight)	81/2 x 14 (500sheets pk) white	7.00
	Paper (Card Stock)	81/2 x 11 (250pk)Red	1.00
	Paper (Card Stock)	81/2 x 11 (250pk)Yellow	1.00

Inventory ID	Name	Description	# of Items
	Paper (Card Stock)	81/2 x11 (250)pk Blue	1.00
	Paper (Card Stock)	81/2 x11 (250)pk Green	1.00
	Paper (Card Stock)	81/2 x 11 (250)pk Orange	1.00
	Office Phone System	(Located in Kitchen Closet)	1.00
487-5	Copier Toner	(For free standing Copier)	4.00

EXHIBIT 2

SALE ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA

In re	)	**Chapter 7**
West Baton Rouge Credit, Inc.,	)	**Case No. 17-10227**
Debtor.	)	

[PROPOSED] ORDER APPROVING THE SALE OF ASSETS FREE AND CLEAR OF LIENS AND INTERESTS PURSUANT TO SECTIONS 363(B), (F) AND (M) OF THE BANKRUPTCY CODE AND GRANTING RELATED RELIEF

CONSIDERING the motion [Dkt.-•] (the "Motion") of Dwayne M. Murray, Chapter 11 trustee (the "Trustee" or "Seller") in the above-captioned case (the "Case"), for entry of an Order (this "Sale Order") authorizing and approving that sale of Purchased Assets ("Sale"); (ii) the proposed Sale of the Purchased Assets by Seller to the Purchaser; (iii) the arguments of counsel made, and evidence adduced, related thereto; and (iv) the full record in this Case; all parties in interest having been heard, or having had the opportunity to be heard; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors, and other parties in interest;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All capitalized terms in this Order that are not defined in this Order shall be given the definition in the Motion.

2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits.

3. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor and the Purchaser, acting by and through their existing agents, representatives and officers, are authorized, empowered, and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement ("Purchase Agreement"), attached hereto as **Exhibit A**; (b) close the Sale as contemplated in the Purchase Agreement and this Sale Order; (c) transfer and assign all right, title, and interest to all property, licenses, and rights to be conveyed in accordance with the terms and conditions of the Purchase Agreement; and (d) execute and deliver, perform under, consummate, and implement the Purchase Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement and such other ancillary documents. The Purchaser and the Debtor shall have no obligation to close the Sale except as provided for in the Purchase Agreement.

4. This Sale Order shall be binding in all respects upon the Trustee, the Estate, all creditors (including the Committee, if one is appointed), all holders of any Interests or Claims (whether known or unknown) against the Debtor, any holders of Interests or Claims against or on all or any portion of the Purchased Assets, the Purchaser and all successors and assigns of the Purchaser, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in this Case or upon a conversion to a different chapter under the Bankruptcy Code.

5. The terms and provisions of the Purchase Agreement and this Sale Order shall inure to the benefit of the Trustee, the Estate, and their creditors, the Purchaser, and their respective

Affiliates, successors and assigns, and any other affected third parties, including all persons asserting any Interests or Claims in the Purchased Assets to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee, party, entity, or other fiduciary such terms and provisions likewise shall be binding.

6. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Closing Date and pursuant to and except as otherwise set forth in the Purchase Agreement, the Purchased Assets shall be transferred to the Purchaser free and clear of all encumbrances, claims, interests, and liens, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, and other liens (including mechanics', materialman's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act of 1974, liabilities related to the Internal Revenue Code, or any other liability relating to Debtor's current and former employees, including any withdrawal liabilities or liabilities under any collective bargaining agreement or labor practice agreement (to the extent not assumed under the Purchase Agreement), of the Debtor or any of the

Debtor's predecessors or Affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (collectively, the "Interests or Claims"), including without limitation the Interests of Claims set forth in **Exhibit B**, with all such Interests or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Trustee may possess with respect thereto. Furthermore, except as otherwise provided in the Purchase Agreement, the Purchaser and/or its Affiliates shall not have any liabilities for the prepetition and pre-Closing Date conduct of the Debtor or any of its officers, directors, employees, or agents, including any conduct which may be the subject of ongoing investigations by the federal government, and the federal government will not seek to set off or recoup any such investigation liabilities against payment obligations for post- Closing shipments of goods to the federal government.

7. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser pursuant to the terms and allocations set forth in the Purchase Agreement. For the avoidance of doubt, the Excluded Assets set forth in the Purchase Agreement are not included in the Purchased Assets.

8. Subject to the terms and conditions of this Sale Order, the transfer of Purchased Assets to the Purchaser pursuant to the Purchase Agreement and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in the Purchase Agreement, constitute a legal, valid, and effective transfer of the Purchased Assets, and shall vest Purchaser with right, title, and interest of the Trustee in and to the Purchased Assets as set forth in the Purchase Agreement, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever (except as otherwise assumed in the Purchase Agreement).

9. To the greatest extent available under applicable law and except as provided in the Purchase Agreement, the Purchaser, as provided by the Purchase Agreement, shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Trustee with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date as provided by the Asset Purchase Agreement. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Purchaser on account of the filing or pendency of this Case or the consummation of the Sale.

10. All entities that are presently, or on the Closing may be, in possession of some or all of the Purchased Assets to be sold, transferred, or conveyed (wherever located) to the Purchaser pursuant to the Purchase Agreement are hereby directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date.

11. Upon consummation of the Sale set forth in the Purchase Agreement, if any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests or Claims against or in the Purchased Assets shall not have delivered to the Trustee prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Purchased Assets (unless otherwise assumed in the Purchase Agreement), or otherwise, then: (a) the Trustee is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets; and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Purchased Assets of any kind or nature (except as otherwise assumed in the Purchase Agreement). For the avoidance of doubt, to the extent necessary, upon consummation of the Sale set forth in the Purchase Agreement, the Purchaser is authorized to file, with respect to the Purchased Assets, termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code.

12. All entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, customers, employees and former employees, dealers and sale representatives, and trade or other creditors holding Claims or Interests of any kind or nature whatsoever against or in the Debtor or

the Purchased Assets arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the operation of the Debtor's business prior, or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting any Claims or Interests of any kind or nature whatsoever (except to the extent such Claims or Interests are assumed by the Purchaser pursuant to the Purchase Agreement) against the Purchaser and its successors, designees, permitted assigns, or property, or the Purchased Assets conveyed in accordance with the Purchase Agreement.

13. As of and after the Closing: (a) each of the Estate's creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release their Claims or Interests in the Purchased Assets (if any) as such Claims or Interests may have been recorded or may otherwise exist; and (b) any Asset that may be subject to a statutory or mechanic's lien shall be turned over and such liens shall attach to the sale proceeds in the same priority they currently enjoy with respect to the Purchased Assets.

14. Neither the Purchaser nor any of its Affiliates are successors to the Debtor or its estates by reason of any theory of law or equity, and neither the Purchaser nor any of its Affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtor and/or its estate, except as otherwise provided in the Purchase Agreement.

15. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Sale Order.

16. Effective upon the Closing Date and except as otherwise provided in this Sale Order or the Purchase Agreement, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity,

in any judicial, administrative, arbitral, or other proceeding against the Purchaser, its successors and assigns, or the Purchased Assets, with respect to any: (a) Interests or Claims arising under, out of, in connection with, or in any way relating to the Estate, the Purchaser, the Purchased Assets, or the prior operations of the Debtor's business or the Purchased Assets prior to the closing of the Sale; or (b) successor liability (except to the extent the Purchaser assumed successor liability pursuant to the Purchase Agreement), including the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors or assigns, assets, or properties, including with respect to the Interests or Claims; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, its successors, assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Interests or Claims against the Purchaser, its successors, assigns, assets, or properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Purchaser or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

17. Except as provided in the Purchase Agreement and without limiting other applicable provisions of this Sale Order, the Purchaser is not, by virtue of the consummation of the Sale, assuming, nor shall it be liable or responsible for, as a successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including any theory of antirust, environmental successor or transferee liability, labor

law, de facto merger, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtor, or any of their predecessors or Affiliates or any obligations of the Debtor or its predecessors or Affiliates arising prior to the Closing Date, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) in any way whatsoever relating to or arising from the Purchased Assets or the Debtor's prior operation of its businesses or use of the Purchased Assets on or prior to the Closing Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged, or performed on or prior to the Closing Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Trustee or the assets or operations, or relating to continuing conditions existing on or prior to the Closing Date, including with respect to any of Debtor's predecessors or Affiliates, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to the Purchaser a release thereof. Without limiting the generality of the foregoing and except as provided in the Purchase Agreement, by virtue of the consummation of the Sale contemplated by the Purchase Agreement, the Purchaser shall not be liable or responsible, as a successor or otherwise, including with respect to successor or vicarious liabilities of any kind or character, for the Debtor's liabilities, debts, commitments, or obligations, whether calculable by reference to the Debtor, arising on or prior to the Closing and under or in connection with: (a) any employment or labor agreements (including any collective bargaining agreements or labor practice agreements), consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtor is a party; (b) any pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, including any pension plan of the Debtor; (c) the cessation of the Debtor's prior operations, dismissal of employees, or termination (including rejection) of employment or labor agreements (including any collective bargaining agreements or labor practice agreements) or pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Consolidated Omnibus Budget Reconciliation Act, or the Worker Adjustment and Retraining Notification Act; (d) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (e) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; (f) any bulk sales, bulk transfer, or similar law; (g) any liabilities, debts, commitments, or obligations of, or required to be paid by, the Debtor for any Taxes of any kind for any period; (h) any liabilities, debts, commitments, or obligations relating to the businesses of the Debtor or the Purchased Assets for or applicable to the pre-Closing period; (i) any litigation; (j) any products liability, other tort or similar claims, whether pursuant to any state or any federal laws or otherwise including those arising from products or distribution thereof by or on behalf of Debtor; and (k) any Excluded

Liabilities as set forth in the Asset Purchase Agreement. The Purchaser has given substantial consideration under the Asset Purchase Agreement for the benefit of the holders of any Interests or Claims. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Interests or Claims against or interests in the Debtor or any of the Purchased Assets.

18. The recitation, in the immediately preceding paragraph of this Sale Order, of specific agreements, plans, or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments, or obligations referred to therein.

19. The Trustee is hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Purchase Agreement and this Sale Order. The Trustee shall be, and they hereby is, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order.

20. The Sale contemplated by the Purchase Agreement is undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

21. As a good-faith purchaser of the Purchased Assets, the Purchaser has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets, and therefore neither the Trustee nor any other party in interest shall be entitled to bring

an action against the Purchaser or any if its Affiliates, and the sale of the Purchased Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

22. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Sale Order shall govern.

23. The Purchase Agreement and any related agreements, documents. or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

24. The provisions of this Sale Order are nonseverable and mutually dependent.

25. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Sale Order shall be effective immediately upon entry and the Trustee and the Purchaser are authorized to close the Sale immediately upon entry of this Sale Order, in accordance with the Purchase Agreement.

26. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Trustee is a party or which has been assigned by the Trustee to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to Purchase Agreement or the Sale.

EXHIBIT LIST

Exhibit A – Purchase Agreement

Exhibit B – Interests and Claims

EXHIBIT 3

UCC SEARCH RESULTS

Search Results

Date: 11/3/17

To: Stewart Robbins & Brown, LLC
Attn: Kimberly A Heard
620 Florida Street
Baton Rouge, LA 70896-2348
Ph: 225-231-9998
Fx:

From: Jayme Cartwright

801 Adlai Stevenson Drive
Springfield, IL 62703-4261
Ph: (800) 858-5294
Fx: (800) 345-6059

Account: 371230
Clients Ref: 102046

Search Type: UCC Summary by Debtor Name
Office Searched: UCC Division
Jurisdiction: (S.O.S.)
State: Louisiana
Thru Date: 10/30/17
Notes: Total cost of search: $29.00
Louisiana is a central indexing state. Search results include findings for all parishes.

Order Number: 138347292
Subject: West Baton Rouge Credit, Inc.

Please see Attached.

UCC	=Uniform Commercial Code	AMD	=Amendment	PRE	=Partial Release
DOT	=Deed of Trust	ASN	=Assignment	PASN	=Partial Assignment
FIN	=Financing Statement	CON	=Continuation	FTL	=Federal Tax Lien
FIX	=Fixtures	REL	=Release	STL	=State Tax Lien
TU	=Transmitting Utility	TRM	=Termination	JGL	=Judgment Lien
CSN	=Consignment	SUB	=Subordination	CTL	=County Tax Lien
MTG	=Mortgage	BNK	=Bankruptcy	PPTL	=Personal Property Tax Lien

Original File#: 61-2009000359

Filed: 12/4/2009 at 2:59 PM

Parish: WEST BATON ROUGE

Debtors: (1)

WEST BATON ROUGE CREDIT INC
Tax ID: #####0000
1000 COURT ST SUITE C
PORT ALLEN, LA 70767

Original Secured Parties: (1)

GUARANTY BANK & TRUST COMPANY
Tax ID#: #####0000
P.O. BOX 10
NEW ROADS, LA 70760

Property:

ALL ACCOUNTS, ALL CHATTEL PAPER, ALL INSTRUMENTS AND ALL GENERAL INTANGIBLES NOW OR HERAFTER OWNED BY GRANTOR AND WHEREVER LOCATED , TOGETHER WITH ALL PROPERTY ADDED TO OR SUBSTITUTED THEREFOR ETC

Subsequent Filings: (1)

Type	Details
Continuation:	61-2014000687 filed on 9/19/2014 at 10:07 AM Debtors: (1) WEST BATON ROUGE CREDIT INC Tax ID: #####0000 1000 COURT ST SUITE C PORT ALLEN, LA 70767 Secured Parties: (1) GUARANTY BANK & TRUST COMPANY Tax ID: #####0000 P.O. BOX 10 NEW ROADS, LA 70760