

DIV. L

JUDGE

DONALD A. ROWAN, JR.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

CASE NO. 717-833

WHITNEY BANK

VERSUS

R & L QUALITY SUBS, LLC, CHRISTOPHER L. ROBERTS AND KATHERINE W. ROBERTS

DIVISION " "

FILE FOR RECORD
2012 AUG - 8 11:30 AM
PARISH OF JEFFERSON, LA

CODED

FILED: _____

DEPUTY CLERK

**SUIT ON PROMISSORY NOTE WITH
RECOGNITION OF COMMERCIAL GUARANTY**

The petition of the Whitney Bank, formerly Hancock Bank of Louisiana, successor in interest by virtue of merger with Whitney National Bank, a state banking association domiciled and doing business in the Parish of Orleans, State of Louisiana, with respect represents:

I.

Made defendants herein are:

- a) R & L Quality Subs, LLC, a Louisiana limited liability company authorized to do and doing business in the Parish of Jefferson, State of Louisiana;
- b) Christopher L. Roberts, a person of the full age of majority, domiciled in the Parish of Jefferson, State of Louisiana;
- c) Katherine W. Roberts, a person of the full age of majority, domiciled in the Parish of Jefferson, State of Louisiana.

II.

Your petitioner is the holder and owner for valuable consideration of one certain promissory note executed by R & L Quality Subs, LLC dated March 28, 2003 in the amount of \$180,000.00, which note was payable to the order of Whitney National Bank, with interest at the rate of 7.25% per annum from date until paid. Pursuant to the terms of the note, defendant agreed to pay reasonable attorney's fees if handed to an attorney for collection by legal proceedings.

The original of this note is attached hereto and made a part

orig note attached
MAR 8-6-12

IMAGED

AUG - 8 2012

IMAGED AUG 20 2012

ISSUED *cit + suit/copy*
of note attached
DATE 8-13-12

P. Moore

*(File Note, all notes unconditional & warrants
8-6-12 P.A. MOORE
Business - Edox - Duedhaft Protection Agreement in Vault
8-6-12 P.A. MOORE)*

#515
835

hereof, and all terms and conditions of said note are plead herein as if copied in extenso.

III.

As security for the note the defendants, Christopher R. Roberts and Kartherine W. Roberts granted an unconditional guaranty in favor of Whitney National Bank which guaranteed the indebtedness of the corporation. The original of this agreement is attached hereto and made a part hereof, and all terms and conditions of said security agreement are plead herein as if copied in extenso.

IV.

The above described promissory note has not been paid in accordance with its terms and conditions, thereby causing a default under the terms of the note. There presently remains due and owing unto petitioner the principal sum of \$42,291.55, plus interest accrued through July 2, 2012 in the amount of \$9,916.40, plus interest from July 3, 2012 until paid at the rate of 5.75% per annum (per diem \$6.754899), plus late charges in the amount of \$4,853.46, plus reasonable attorney's fees and all costs.

V.

In addition, R & L Quality Subs, LLC executed a business edge overdraft protection agreement and disclosure statement in favor of Whitney National Bank on October 26, 2004 in the amount of \$10,000.00. Pursuant to this agreement, Whitney had agreed to honor checks drawn on the defendant's account up to \$10,000.00. Of any amounts drawn by the defendant, the defendant had agreed to pay the sums back, along with interest at the rate of 5.75% from date until paid. Pursuant to the terms of this agreement, defendants agreed to pay 25% of the principal balance as attorney's fees if handed to an attorney for collection by legal proceedings.

The original of this overdraft protection agreement and disclosure is attached hereto and made a part hereof, and all terms and conditions of said agreement are plead herein as if copied in extenso.

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VI.

The defendant did make draws on the account and has not paid the amounts back in accordance with the terms and conditions of the agreement, thereby causing a default under the terms of the agreement. There presently remains due and owing unto petitioner the principal sum of \$9,867.36, plus interest accrued through July 2, 2012 in the amount of \$4,288.05, plus interest from July 3, 2012 until paid at the rate of 5.75% per annum, plus late charges in the amount of \$45.00, plus 25% of the principal balance as attorney's fees and all costs of these proceedings.

VII.

The documents sued upon herein are made payable to Whitney National Bank. Subsequent thereto, Whitney National Bank was merged with and into Hancock Bank of Louisiana effective June 4, 2011. Pursuant to the merger, Hancock Bank of Louisiana changed its name to Whitney Bank. Therefore Whitney Bank is the proper party plaintiff herein.

WHEREFORE, petitioner prays that there be judgment herein in favor of Whitney Bank and against the defendants, R & L Quality Subs, LLC, Christopher L. Roberts and Katherine W. Roberts in the principal sum of \$42,291.55, plus interest accrued through July 2, 2012 in the amount of \$9,916.40, plus interest from July 3, 2012 until paid at the rate of 5.75% per annum (per diem \$6.754899), plus late charges in the amount of \$4,853.46, plus reasonable attorney's fees and all costs.

Petitioner further prays that there be judgment herein in favor of R & L Quality Subs, LLC in the principal sum of \$9,867.36, plus interest accrued through July 2, 2012 in the amount of \$4,288.05, plus interest from July 3, 2012 until paid at the rate of 5.75% per annum, plus late charges in the amount of \$45.00, plus 25% of the principal balance as attorney's fees and all costs of these proceedings.

Petitioner further prays for all general and equitable relief.

NEWMAN, MATHIS, BRADY & SPEDALE
A Professional Law Corporation
212 Veterans Boulevard
Metairie, Louisiana 70005
Telephone (504) 837-9040

BY: 

CLAY J. LEGROS (1480)

PLEASE SERVE:

R & L Quality Subs, LLC
through their registered agent
Christopher L. Roberts
PERSONAL SERVICE ONLY
2149 Hyde Park Avenue E
Harvey, LA 70058

Christopher L. Roberts
2149 Hyde Park Avenue E
Harvey, LA 70058

Katherine W. Roberts
2149 Hyde Park Avenue E
Harvey, LA 70058

Rc 190 18000013

077075

001199



U.S. Small Business Administration

NOTE

SBA Loan #	582-728-4010
SBA Loan Name	QUIZNO'S SUBS
Date	3-22-03
Loan Amount	180,000.00
Interest Rate	7.25, to be calculated on a 365/360 day basis
Borrower	R & L QUALITY SUBS, LLC
Operating Company	N/A
Lender	WHITNEY NATIONAL BANK

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of ONE HUNDRED-EIGHTY THOUSAND AND NO/100***** Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

- "Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.
- "Guarantor" means each person or entity that signs a guarantee of payment of this Note.
- "Loan" means the loan evidenced by this Note.
- "Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.
- "SBA" means the Small Business Administration, an Agency of the United States of America.

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3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate on this Note will fluctuate. The initial interest rate is 7.25% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 2.50%. The initial interest rate must remain in effect until the first change period begins.

Borrower must pay a total of 3 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter; payments must be made on the 1st calendar day in the months they are due.

Borrower must pay principal and interest payments of \$2,113.22 every month, beginning four months from the month this Note is dated; payments must be made on the 1st calendar day in the months they are due. Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal. The interest rate will be adjusted quarterly (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 2.50% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change. The initial interest rate must remain in effect until the first change period begins.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable 10 years and 3 months from date of Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

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7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

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10. STATE-SPECIFIC PROVISIONS:

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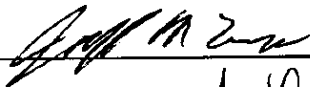
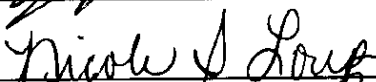
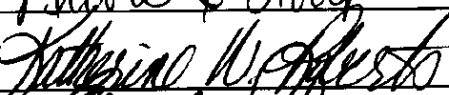
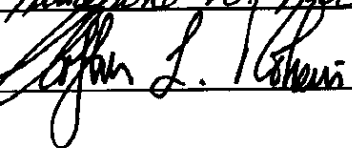
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11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

R & L QUALITY SUBS, LLC

BY:

	<u>3-28-03</u>
	<u>3-28-03</u>
	<u>3-28-03</u>
	<u>3-28-03</u>



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WHITNEY

Allonge

ALLONGE TO NOTE Number 18000013 BY THE BORROWER IDENTIFIED BELOW ("BORROWER") PAYABLE TO THE ORDER OF WHITNEY NATIONAL BANK, ("LENDER") DATED March 28, 2003, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$ 180,000.00 Dollars.

This allonge amends the above identified Note (the "Note") as follows:

That all payments of principal or interest having a scheduled due date specified in the Note of August 27, 2005 through and including November 27, 2005 ("Deferral Period"), which had not yet been tendered to the Lender prior to the date of this Allonge, shall be deferred until the final maturity date stated in the Note. Borrower agrees that during the Deferral Period the unpaid principal of the Note will accrue interest at the interest rate set forth in the Note. On the stated maturity date of the Note, Borrower agrees to make a final payment of all previously unpaid principal and interest, which will include additional interest accrued during the Deferral Period. If the stated maturity date of the Note occurs prior to the end of the Deferral Period, this Allonge shall also change the final maturity date of the Note to the last date of the Deferral Period, as set forth above.

That except insofar as herein expressly changed, all terms, covenants and provisions of Note, and the obligations evidenced and secured thereby shall remain in full force and effect and are hereby expressly ratified and confirmed. Borrower agrees that Lender may rely upon a facsimile copy of this Allonge and that the Borrower and Lender may sign multiple, separate originals of such Allonge.

Any collateral securing the Note shall continue to secure the Note as hereby amended.

In all other respects all of the terms and conditions of the Note remain unaffected and the Note, as hereby amended, shall remain in full force and effect.

Executed on October 7, 2005.

BORROWER:

R and L Quality Subs, LLC

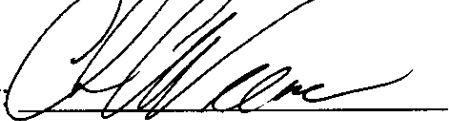
Customer Number: 18000013

Note Number: 77075

BY: 
Jeff M. Loup

Its: Managed

WHITNEY NATIONAL BANK

By: 

PrintedName: Christopher Keene



UNCONDITIONAL GUARANTEE

SBA Loan #	582-728-4010
SBA Loan Name	QUIZNO'S SUBS
Guarantor	CHRISTOPHER L. ROBERTS, KATHERINE W. ROBERTS, JEFF M. LOUP, NICOLE S. LOUP
Borrower	R & L QUALITY SUBS, LLC
Lender	WHITNEY NATIONAL BANK
Date	3-28-03
Note Amount	180,000.00

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

The "Note" is the promissory note dated _____ in the principal amount of ONE HUNDRED-EIGHTY THOUSAND AND NO/100***** Dollars, from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

3. DEFINITIONS:

- "Collateral" means any property taken as security for payment of the Note or any guarantee of the Note.
- "Loan" means the loan evidenced by the Note.
- "Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.
- "SBA" means the Small Business Administration, an Agency of the United States of America.

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4. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantor;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

5. FEDERAL LAW:

When SBA is the holder, the Note and this Guarantee will be construed and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

A. Guarantor waives all rights to:

- 1) Require presentment, protest, or demand upon Borrower;
- 2) Redeem any Collateral before or after Lender disposes of it;
- 3) Have any disposition of Collateral advertised; and
- 4) Require a valuation of Collateral before or after Lender disposes of it.

B. Guarantor waives any notice of:

- 1) Any default under the Note;
- 2) Presentment, dishonor, protest, or demand;
- 3) Execution of the Note;
- 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
- 5) Any change in the financial condition or business operations of Borrower or any guarantor;
- 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
- 7) The time or place of any sale or other disposition of Collateral.

C. Guarantor waives defenses based upon any claim that:

- 1) Lender failed to obtain any guarantee;
- 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
- 3) Lender or others improperly valued or inspected the Collateral;
- 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

7. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

8. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. SBA NOT A CO-GUARANTOR. Guarantor's liability will continue even if SBA pays Lender. SBA is not a co-guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements as Lender requires.
- G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

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10. STATE-SPECIFIC PROVISIONS:

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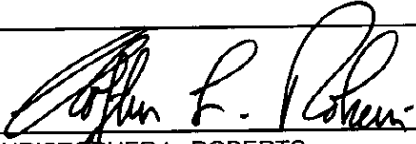
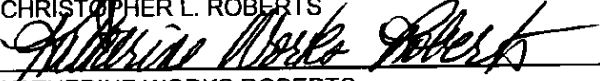
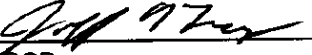
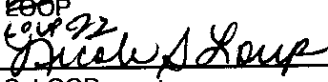
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11. GUARANTOR ACKNOWLEDGMENT OF TERMS.

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

	<u>3-28-03</u>
CHRISTOPHER L. ROBERTS	
	<u>3-28-03</u>
KATHERINE WORKS ROBERTS	
	<u>3-28-03</u>
JEFF M. LOOP	
	<u>3-28-03</u>
NICOLE S. LOOP	

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WHITNEY

712 728 449

BUSINESS EDGE OVERDRAFT PROTECTION AGREEMENT

Borrower: R & L QUALITY SUBS, LLC (TIN: 03-0491060)
808 HOLT PLACE
TERRYTOWN, LA 70056

Lender: Whitney National Bank
Westbank Business Unit
P. O. Box 61260
New Orleans, LA 70161-9967

CREDIT LIMIT: \$10,000.00

DATE OF AGREEMENT: October 26, 2004

Introduction. This Business Edge Overdraft Protection Agreement ("Agreement") governs Borrower's line of credit (the "Credit Line" or the "Credit Line Account") issued through Whitney National Bank. **Borrower agrees to the following terms and conditions:**

Promise to Pay. Borrower promises to pay Whitney National Bank, or order, on demand the total of all credit advances and **FINANCE CHARGES**, together with all costs and expenses for which Borrower is responsible under this Agreement. Borrower will pay Borrower's Credit Line according to the payment terms set forth below. **If there is more than one Borrower, each is liable on this Agreement on a "joint and several" or "solidary" basis. This means Lender can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. Lender can release any Borrower from responsibility under this Agreement, and the others will remain responsible.**

Term. The term of Borrower's Credit Line will begin as of the date of this Agreement ("Opening Date") and will continue as follows: until demand is made. All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable at the end of this term. The draw period of Borrower's Credit Line will begin on a date, after the Opening Date, when the Agreement is accepted by Lender and you have met all of Lender's conditions for the Credit Line. Borrower may obtain credit advances during this period ("Draw Period"). Borrower agrees that Lender may renew or extend the period during which Borrower may obtain credit advances or make payments. Borrower further agrees that Lender may renew or extend Borrower's Credit Line Account.

Minimum Payment. Borrower's "Regular Payment" will equal the amount of Borrower's accrued **FINANCE CHARGES** or \$150.00, whichever is greater. Borrower's payments will be due monthly. An increase in the **ANNUAL PERCENTAGE RATE** may increase the amount of Borrower's Regular Payment.

In any event, if Borrower's Credit Line balance falls below \$150.00, Borrower agrees to pay Borrower's balance in full. Borrower agrees to pay not less than the Minimum Payment on or before the due date indicated on Borrower's periodic billing statement.

Balloon Payment. Borrower's Credit Line Account is payable in full upon termination in a single balloon payment. Borrower must pay the entire outstanding principal, interest and any other charges then due.

How Borrower's Payments Are Applied. Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to Finance Charges; then to unpaid principal; and then to late charges and other charges.

Receipt of Payments. All payments must be made by a check, automatic account debit, electronic funds transfer, money order, or other instrument in U.S. dollars and must be received by Lender at the remittance address shown on Borrower's periodic billing statement. Payments received at that address prior to 2:00 p.m. Central Time on any business day will be credited to Borrower's Credit Line as of the date received. If Lender receives payments at other locations, such payments will be credited promptly to Borrower's Credit Line, but crediting may be delayed for up to five (5) days after receipt.

Credit Limit. This Agreement covers a revolving line of credit for the principal amount of Ten Thousand & 00/100 Dollars (\$10,000.00), which will be Borrower's "Credit Limit" under this Agreement. Borrower may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Borrower's Credit Limit is the maximum amount Borrower may have outstanding at any one time. Borrower agrees not to attempt, request, or obtain a credit advance that will make Borrower's Credit Line Account balance exceed Borrower's Credit Limit. Borrower's Credit Limit will not be increased should Borrower overdraw Borrower's Credit Line Account. If Borrower exceeds Borrower's Credit Limit, Borrower agrees to repay immediately the amount by which Borrower's Credit Line Account exceeds Borrower's Credit Limit, even if Lender has not yet billed Borrower.

Charges to Borrower's Credit Line. Lender may charge Borrower's Credit Line to pay other fees and costs that Borrower is obligated to pay under this Agreement or any other document related to Borrower's Credit Line. Any amount so charged to Borrower's Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, Lender has no obligation to provide any of the credit advances referred to in this paragraph.

Effective Disbursement Date. The words "Effective Disbursement Date" as used in this Agreement mean a date, after the Opening Date, when the Agreement is accepted by Lender in the State of Louisiana and Borrower has met all of Lender's conditions for the Credit Line. Borrower agrees and understands that Borrower may not receive any credit advance under Borrower's Credit Line until after the Effective Disbursement Date of this Agreement.

Credit Advances. After the Effective Disbursement Date of this Agreement, Borrower may obtain credit advances under Borrower's Credit Line as follows:

Telephone Request. Requesting a credit advance from Borrower's Credit Line to be applied to Borrower's designated account by telephone. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, **Borrower acknowledges and Borrower agrees that Lender does not accept responsibility for the authenticity of telephone instructions and that Lender will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.**

Overdrafts. Writing a check on Borrower's designated checking account with Lender in excess of the available collected balance in the account.

Requests in Person. Requesting a credit advance in person at any of Lender's authorized locations.

Debit Card Access. Using Borrower's "Business Edge Visa Check Card/ATM Card" at an Automated Transaction Machine ("ATM") or point of sale terminal to withdraw or transfer funds from Borrower's checking account or other consumer asset account in excess of the available collected balance in the account.

If there is more than one person authorized to use this Credit Line Account, Borrower agrees not to give Lender conflicting instructions, such as one Borrower telling Lender not to give advances to the other.

Limitations on the Use of Debit Cards. We reserve the right not to honor Business Edge Visa Check Card/ATM Cards in the following circumstances:

Credit Limit Violation. Borrower's Credit Limit has been or would be exceeded by paying the Business Edge Visa Check Card/ATM Card debit.

Stolen Debit Cards. Borrower's Business Edge Visa Check Card/ATM Cards have been reported lost or stolen.

Unauthorized Signatures. Borrower's Business Edge Visa Check Card/ATM Card is not used by an "Authorized Signer" as defined below.

Termination or Suspension. Borrower is in default or otherwise is in violation of this Agreement or would be so if Lender honored the Business Edge Visa Check Card/ATM Card charge.

If Lender pays any advance requested by use of the Business Edge Visa Check Card/ATM Card under these conditions, Borrower must repay Lender, subject to applicable laws, for the amount of the advance. The advance itself will be evidence of Borrower's debt to Lender together with this Agreement. Lender's liability, if any, for wrongful dishonor of an advance is limited to Borrower's actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. Borrower's use of the Business Edge Visa Check Card/ATM Card will be reflected on Borrower's periodic statement as a credit advance.

Transaction Requirements. The following transaction limitations will apply to the use of Borrower's Credit Line:

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Debit Card Limitations. The following transaction limitations will apply to Borrower's Credit Line and using a debit card.

Other Transaction Requirements. VISA CHECK CARD/ATM CARD. You may only use your Visa Check Card/ATM Card to access your Credit Line by requesting a withdrawal from the checking account with us to which this overdraft protection is tied that would cause the balance to fall below the available collected balance in the account. You understand that all persons authorized to sign checks on your checking account or use your Visa Check Card/ATM Card are also authorized to obtain advances under your Credit Line, which you are

BUSINESS EDGE OVERDRAFT PROTECTION AGREEMENT
(Continued)

obligated to repay.

Telephone Request, Overdraft and In Person Request Limitations. There are no transaction limitations for requesting an advance by telephone, writing a check in excess of Borrower's checking account balance or requesting an advance in person.

Authorized Signers. The words "Authorized Signer" on Business Edge Visa Check Card/ATM Cards as used in this Agreement mean and include each person who (a) signs the application for this Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for the Credit Line Account.

Lost Business Edge Visa Check Card/ATM Cards. If Borrower loses Borrower's Business Edge Visa Check Card/ATM Cards or if someone is using them without Borrower's permission, Borrower agrees to let Lender know immediately. The fastest way to notify Lender is by calling Lender at (800) 383-6538. Borrower also can notify Lender at Customer Service Center, Whitney National Bank P. O. Box 61260, New Orleans, LA 70161-1260.

Liability For Unauthorized Use. Borrower may be liable for the unauthorized use of Borrower's access device which accesses Borrower's Credit Line. Borrower will not be liable for unauthorized use that occurs after Borrower notifies Lender or Lender's designee at Whitney National Bank, Westbank Business Unit, P. O. Box 61260, New Orleans, LA 70161-9967, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, Borrower's liability for unauthorized use of Borrower's will not exceed \$50.00.

If Borrower uses an access card which debits a checking account (or other asset account) but also draws on an overdraft line of credit, Borrower may be liable for the unauthorized use in accordance with applicable law and any other agreement Borrower's has with Lender regarding liability for unauthorized use of the access card.

Prohibited Uses. Borrower agrees not to use any Credit Line credit advances to make payments on Borrower's Credit Line or to obtain advances when Borrower is insolvent. Borrower further agrees not to use any Credit Line credit advances to finance or refinance the purchase of a one-to-four family dwelling, if the advances are secured by a lien on that dwelling.

Collateral. Borrower acknowledges this Agreement is secured by collateral referenced in separate security documents. Collateral securing other loans with Lender may also secure this Agreement. This provision will not apply to any security interest on Borrower's principal dwelling unless that dwelling is subject to a security agreement executed in connection with this Agreement, or to any other person's principal dwelling which would otherwise secure repayment of Borrower's Credit Line Account. To the extent collateral previously has been given to Lender by any person which may secure this Credit Line Account, whether directly or indirectly, it is specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods will not secure this Credit Line Account.

Deposit Accounts. Borrower agrees that Lender may exercise Lender's right to setoff Borrower's deposit accounts with Lender (with the exception of IRA, pension and other tax-deferred deposits) to satisfy any and all amounts outstanding under Borrower's credit line, pursuant to Section 316 of the Louisiana Banking Code.

Periodic Statements. If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, credit advances, **FINANCE CHARGES**, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

When FINANCE CHARGES Begin to Accrue. Periodic **FINANCE CHARGES** for credit advances under Borrower's Credit Line will begin to accrue on the date credit advances are posted to Borrower's Credit Line. There is no "free ride period" which would allow Borrower to avoid a **FINANCE CHARGE** on Borrower's Credit Line credit advances.

Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed. A daily **FINANCE CHARGE** will be imposed on all credit advances made under Borrower's Credit Line imposed from the date of each credit advance based on the "average daily balance" method. To get the average daily balance for any month in which your Periodic Rate and **ANNUAL PERCENTAGE RATE** do not change we take the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits and any unpaid **FINANCE CHARGES**. This gives us a daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

In any billing cycle during which there is an adjustment in your Periodic Rate and **ANNUAL PERCENTAGE RATE**, more than one average daily balance will be calculated for your Account. In such instances, we will compute the first average daily balance by adding together the daily balances of your Account, calculated as indicated above, for the days when the first Periodic Rate applied and dividing that total by the number of days that the first Periodic Rate was in effect. The average daily balance for the period during which a different Periodic Rate applied will be calculated in the same manner, based on the daily balances for, and the total number of, the days during which that other Periodic Rate was in effect.

In calculating the **FINANCE CHARGE** for a billing cycle in which there is a rate change, each average daily balance is multiplied by the number of days that the appropriate Periodic Rate was in effect, and that amount is multiplied by the appropriate Periodic Rate. These products are added together to calculate your **FINANCE CHARGE**.

Method of Determining the Amount of FINANCE CHARGE. Any **FINANCE CHARGE** is determined by applying the "Periodic Rate" to the balance described herein. This is Borrower's **FINANCE CHARGE** calculated by applying a Periodic Rate.

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. The Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on Borrower's Credit Line are subject to change from time to time based on changes in an index which is the "Whitney Prime Rate". "Whitney Prime Rate" shall mean that rate of interest as recorded by Bank from time to time as its prime lending rate with the rate of interest to change when and as said prime lending rate changes. All interest shall be computed on the basis of the actual number of days elapsed over a year composed of 360 days (the "Index"). The **ANNUAL PERCENTAGE RATE** on Borrower's Credit Line is based upon the Index and the margin described below ("Margin"). Lender will determine the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** as follows: Lender starts with the current Index and then adds a certain Margin as disclosed below. To determine the Periodic Rate that will apply to Borrower's account, Lender adds a margin to the value of the Index, then divides the value by 360 days. To obtain the **ANNUAL PERCENTAGE RATE** Lender multiplies the Periodic Rate by 365 days. This result is the **ANNUAL PERCENTAGE RATE**. In no event will the corresponding **ANNUAL PERCENTAGE RATE** be less than 5.000% per annum or more than the lesser of 21.000% or the maximum rate allowed by applicable law. Adjustments to the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** resulting from changes in the Index will take effect daily. Today the Index is 5.250% per annum, and therefore the initial **ANNUAL PERCENTAGE RATE** and the corresponding Periodic Rate on Borrower's Credit Line are as stated below:

Current Rates for the First Payment Stream

<u>Range of Balance or Conditions</u>	<u>Margin Added to Index</u>	<u>ANNUAL PERCENTAGE RATE</u>	<u>Daily Periodic Rate</u>
All Balances	2.000%	7.351%	0.02014%

Notwithstanding any other provision of this Agreement, Lender will not charge interest on any undisbursed loan proceeds.

Forgo Rate Increases. If we forgo an **ANNUAL PERCENTAGE RATE** increase, at the time of a later adjustment we may return to the full Index value plus margin.

Conditions Under Which Other Charges May Be Imposed. Borrower agrees to pay all the other fees and charges related to Borrower's Credit Line as set forth below:

Annual Fee. A nonrefundable Annual Fee of \$50.00 will be charged to Borrower's Credit Line at the following time: When it is opened and on each anniversary of your Credit Line.

NSF Check Charges. In the event that you make a payment on your Credit Line Account by check and your check is returned to us unpaid as a result of non-sufficient funds in your deposit account or otherwise, you additionally agree to pay us a NSF Check Charge in an amount of \$25.00 or 5.000% of the dishonored check, whichever is greater.

Miscellaneous Photocopying. If Borrower requests a copy of any document, Lender may charge Borrower's Credit Line Account \$2.00 per item for the time it takes Lender to locate, copy, and mail the document to Borrower. If Borrower's request is related to a billing error (see "Your Billing Rights" notice) and an error is found, Lender will reverse any photocopying charges.

Late Charge. In addition to Lender's rights upon default, Borrower's payment will be late if it is not received by Lender within **10 days after the "Payment Due Date" shown on Borrower's periodic statement.** If Borrower's payment is late Lender may charge Borrower 5.000% of the unpaid amount of the payment or \$15.00, whichever is greater.

Other Charges. Borrower's Credit Line Account may be charged the following other charges: Documentation Fee. The amount of this other charge is: \$35.00.

Right to Credit Advances. After the Effective Disbursement Date, Lender will honor Borrower's requests for credit advances up to Borrower's Credit Limit so long as: (A) Borrower is not in default under the terms of this Agreement; (B) this Agreement has not been terminated or suspended; and (C) Borrower's Credit Line has not been cancelled as provided above in the section of this Agreement titled "Term."

Default. Lender may declare Borrower to be in default if any one or more of the following events occur: (A) Borrower fails to pay a Minimum Payment

BUSINESS EDGE OVERDRAFT PROTECTION AGREEMENT
(Continued)

when due; (B) Borrower dies; (C) Borrower makes any false or misleading statements on Borrower's Credit Line application; (D) Borrower violates any provision of this Agreement or any other agreement with Lender; (E) any garnishment, attachment, or execution is issued against any material asset owned by Borrower; (F) Borrower exceeds Borrower's Credit Limit; (G) Borrower files for bankruptcy or other insolvency relief, or an involuntary petition under the provisions of the Bankruptcy Code is filed against Borrower; (H) Lender in good faith believes itself insecure with regard to repayment of this Agreement.

Lender's Rights. If Borrower is in default, Lender may terminate or suspend Borrower's Credit Line Account without prior notice. However, Lender will notify Borrower in writing of Lender's action as soon as practicable.

Suspension. If Lender suspends Borrower's Credit Line, Borrower will lose the right to obtain further credit advances. However, all other terms of this Agreement will remain in effect and be binding upon Borrower, including Borrower's liability for any further unauthorized use of any Credit Line access devices.

Termination. If Lender terminates Borrower's Credit Line, Borrower's Credit Line will be suspended and the entire unpaid balance of Borrower's Credit Line Account will be immediately due and payable, without prior notice except as may be required by law, and Borrower agrees to pay that amount plus all **FINANCE CHARGES** and other amounts due under this Agreement.

Collection Costs. If we have to turn Borrower's Credit Line Account over to an attorney for collection, Borrower further agree to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the principal balance due on the Credit Line Account.

Delay in Enforcement. Lender may delay or waive the enforcement of any of Lender's rights under this Agreement without losing that right or any other right. If Lender delays or waives any of Lender's rights, Lender may enforce that right at any time in the future without advance notice. For example, not terminating Borrower's account for non-payment will not be a waiver of Lender's right to terminate Borrower's account in the future if Borrower has not paid.

Termination by Borrower. If Borrower terminate this Agreement, Borrower must notify Lender and return all access devices to Lender. Despite termination, Borrower's obligations under this Agreement will remain in full force and effect until Borrower has paid Lender all amounts due under this Agreement.

Prepayment. Borrower may prepay all or any amount owing under this Credit Line at any time without penalty, except Lender will be entitled to receive all accrued **FINANCE CHARGES**, and other charges, if any. Payments in excess of Borrower's Minimum Payment will not relieve Borrower of Borrower's obligation to continue to make Borrower's Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WHITNEY NATIONAL BANK, SPECIAL CREDITS DEPARTMENT, P. O. BOX 61260, NEW ORLEANS, LA 70161-9967.

Notices. All notices will be sent to Borrower's address as shown in Borrower's Credit Line application. Notices will be mailed to Borrower at a different address if Borrower gives Lender written notice of a different address. Borrower agrees to advise Lender promptly if Borrower changes Borrower's mailing address.

Annual Review. Borrower agrees that Borrower will provide Lender with a current financial statement, a new credit application, or both, annually, on forms provided by Lender. Based upon this information Lender will conduct an annual review of Borrower's Credit Line Account. Borrower also agrees Lender may obtain credit reports on Borrower at any time, at Lender's sole option, for any reason, including but not limited to determining whether there has been an adverse change in Borrower's financial condition. Borrower agrees to reimburse Lender for any costs Lender incurs in connection with the annual review. Borrower authorizes Lender to release information about Borrower to third parties as described in Lender's privacy policy and Lender's Fair Credit Reporting Act notice, provided Borrower did not opt out of the applicable policy, or as permitted by law. Based upon a material adverse change in Borrower's financial condition (such as termination of employment or loss of income), Lender may suspend Borrower's Credit Line.

Transfer or Assignment. Without prior notice or approval from Borrower, Lender reserves the right to sell or transfer Borrower's Credit Line Account and Lender's rights and obligations under this Agreement to another lender, entity, or person. Borrower's rights under this Agreement belong to Borrower only and may not be transferred or assigned. Borrower's obligations, however, are binding on Borrower's heirs and legal representatives. Upon any such sale or transfer, Lender will have no further obligation to provide Borrower with credit advances or to perform any other obligation under this Agreement.

Waive Jury. **BORROWER AND LENDER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER BORROWER OR LENDER AGAINST THE OTHER.**

ADDITIONAL COLLATERAL. To the extent permitted by applicable law, as further collateral security for the repayment of this Note/Credit Agreement and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations, in principal, interest, fees, costs, expenses and attorneys' fees, that Borrower (or any of them) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Borrower is granting Lender a continuing security interest in, all property of Borrower of every nature or kind whatsoever (with the exception of IRA, pension, and other tax-deferred accounts) owned by Borrower or in which Borrower has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender in definitive form, book entry form or in safekeeping, custodian accounts, securities accounts, also including all deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts, instruments, negotiable instruments, certificates of deposit, commercial paper, stocks, bonds, treasury bills and other securities, investment property, financial assets, security entitlements, documents, documents of title, payment intangibles, goods, chattel paper, and any general intangibles not previously listed, and Borrower hereby grants to Lender a right of set-off and/or compensation with respect to all such property. All above types of collateral shall have the meaning provided in UCC Rev. Art. 9, as adopted and revised in the state that governs this agreement. Borrower further hereby releases Lender from any obligation to take any steps to collect proceeds of or preserve any of Borrower's rights, including, without limitation, rights against prior parties, in the collateral in which Lender possesses a security interest, and Lender's only duty with respect to such collateral shall be solely to use reasonable care in the physical preservation of the collateral which is in the actual possession of Lender.

CONFESSION OF JUDGEMENT AND WAIVERS. For the purposes of executory process, Borrower hereby acknowledges the debt created hereby and confesses judgment in favor of Lender for the full amount of the debt evidenced by this Note/Credit Agreement. To the extent permitted by law, Borrower hereby expressly waives (a) the benefit of appraisal provided in the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay accorded by Articles 2639 and 2721, Louisiana Code of Civil Procedure.

Additional Defaults and Acceleration. To the extent permitted by applicable law, in addition to the events of default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Credit Agreement if any one of the preceding events of default occur with respect to any guarantor, endorser, surety or accommodation party (or any one of them) on this Credit Agreement; should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any asset of Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Credit Agreement; should Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Credit Agreement, die, become insolvent, or file a petition in bankruptcy or similar proceedings, or be adjudged a bankrupt; should Borrower, or any guarantor, surety or accommodation party (or any one of them) on this Credit Agreement default under any loan, extension of credit, security agreement or any other agreement in favor of any other creditor or person; if Borrower has selected the auto debit option, should Borrower fail to maintain in Borrower's designated checking account a sufficient balance to cover the installment payment.

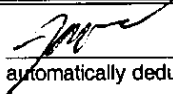
Cancellation By Us. Borrower understands that Lender may cancel the Credit Line and all privileges under this Agreement at any time and for any reason without prior notice, including, should there occur any of the events of default described in the "Default" or "Additional Defaults and Acceleration" provisions herein, or Lender is precluded by government action from imposing the **ANNUAL PERCENTAGE RATE** provided under this Agreement. In all cases of cancellation, whether the cancellation of the Credit Line Account is by Borrower or by Lender, Borrower agrees to continue to be liable for and to timely pay all balances, advances, and charges made on the Credit Line and other amounts due hereunder until repaid in full in accordance with this Agreement or such other repayment terms as are required by Lender, which if permitted by applicable law may require immediate payment of the entire outstanding balance due, and to return all access devices to Lender.

Power of Attorney/Signature Authorization Cards. In the event that any Borrower has named, constituted and/or appointed, or in the future names, constitutes, or appoints, any one or more persons as Borrower's agent and attorney-in-fact with respect to Borrower's Credit Line Account or designated checking account by delivering to Lender a written power of attorney or resolution, or in the event that Borrower delivers to Lender a signature authorization card or resolution adding one or more names as Authorized Signers on the Credit Line Account or designated checking account, Borrower acknowledges and agrees that any such person shall have the same authority as Borrower to request and receive credit advances under this Agreement and Borrower hereby authorizes and empowers any such person for and on behalf of Borrower to borrow money and contract obligations under this Agreement, to request and receive credit advances under this Agreement, and bind Borrower for such acts as fully as if the same were the acts of Borrower, and Borrower hereby ratifies and confirms all that is done by such person.

Automatic Debit Option. You may choose to make payments on your Credit Line by automatic debit of a designated checking account at Whitney. If at the time when the installment is to be deducted, the balance in the designated checking account is not sufficient to cover the deduction, whether or not there is unused and available credit on your Credit Line sufficient to cover the deduction, we may decline to make an advance and shall consider this to be an event of default hereunder, and may, at our sole option and discretion, demand payment of all amounts owed.

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BUSINESS EDGE OVERDRAFT PROTECTION AGREEMENT
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 By initialing here, I am choosing to have my Minimum Payment deducted from the checking account I have designated. Please automatically deduct my Minimum Payment from my checking account every month as payment on my Credit Line.

MINIMUM PAYMENT. The term "Minimum Payment" as used herein shall mean the Regular Payment, plus any amount past due and all other charges.

Correction of Provision Entitled "Liability for Unauthorized Use". The correct phone number and address for notifying Lender of the loss, theft, or possible unauthorized use of Borrower's Visa access device is (800) 383-6538, Customer Service Center, Whitney National Bank, P. O. Box 61260, New Orleans, LA 70161-1260. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BORROWER'S LIABILITY FOR UNAUTHORIZED USE OF BORROWER'S VISA ACCESS DEVICE AND FOR GOODS PURCHASED OR SERVICES RENDERED THROUGH THE USE OF BORROWER'S VISA ACCESS DEVICE OR CREDIT LINE SHALL BE AS STATED IN THIS PARAGRAPH.** Lender shall have no responsibility or liability whatsoever for any goods purchased by Borrower or services rendered to Borrower through the use of Borrower's Visa access device or Credit Line and Borrower hereby agrees that it will not assert any defense, right or claim relating to goods purchased or services rendered through the use of Borrower's Visa access device or the Credit Line against Lender. If 10 or more Visa access devices are issued to Borrower in connection with the Credit Line, Borrower agrees to, and does hereby, indemnify and hold Lender harmless against any loss, claim, demand or cause of action of any kind or nature whatsoever from the use or alleged use, whether authorized or not, of any Visa access device or the Credit Line. If less than 10 Visa access devices are issued to Borrower, Borrower may be liable for unauthorized use of a Visa access device. Borrower will not be liable for unauthorized use that occurs after Borrower notifies Lender as provided in this Agreement. If less than 10 Visa access devices are issued to Borrower, Borrower's liability for unauthorized use will not exceed \$50.

BORROWER FURTHER AGREES TO PAY ADDITIONAL FINANCE CHARGES IN CONNECTION WITH OVERDRAFTS IN BORROWER'S CHECKING ACCOUNT. In the event checks are presented or advances are requested in any one day that would cause Borrower's designated checking account to be overdrawn and that would also exceed the amount then available and unused on the Credit Line, the checks may be returned unpaid and Overdraft/NSF charges assessed accordingly. Borrower agrees that such Overdraft/NSF charges may be charged to Borrower's Credit Line and that **FINANCE CHARGES** computed by applying the Periodic Rate as stated herein will accrue from the date such charges are posted to Borrower's Credit Line.

NOTWITHSTANDING THE PROVISION ABOVE ENTITLED "COLLATERAL", BORROWER UNDERSTANDS AND AGREES TO THE FOLLOWING. IF BORROWER HAS PREVIOUSLY GRANTED TO LENDER A MORTGAGE ON BORROWER'S PRINCIPAL DWELLING OR IN THE FUTURE GRANTS TO LENDER A MORTGAGE ON BORROWER'S PRINCIPAL DWELLING, OR IF ANY OTHER PERSON GRANTS TO LENDER A MORTGAGE ON THAT PERSON'S PRINCIPAL DWELLING TO SECURE BORROWER'S PRESENT OR FUTURE INDEBTEDNESS TO LENDER, IT IS LENDER'S INTENTION AND BORROWER HEREBY AGREES THAT NOTWITHSTANDING THE COLLATERAL PROVISION ABOVE, ANY SUCH MORTGAGE SHALL SECURE BORROWER'S INDEBTEDNESS UNDER THIS AGREEMENT, AND ANY COLLATERAL SECURING OTHER LOANS OF BORROWER WITH LENDER WILL ALSO SECURE BORROWER'S CREDIT LINE ACCOUNT BY VIRTUE OF CROSS COLLATERALIZATION.

ADDITIONAL CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED. FEE TO STOP PAYMENT. Should Borrower request a stop payment order on Borrower's account, Borrower's Credit Line Account may be charged the stop payment fee in effect at the time according to Lender's then current schedule of charges for deposit accounts. Borrower agrees that such charges may be charged to Borrower's Credit Line and that **FINANCE CHARGES** computed by applying the Periodic Rate determined as described herein will accrue from the date such charges are posted to Borrower's Credit Line.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Louisiana. This Agreement has been accepted by Lender in the State of Louisiana.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Interpretation. Borrower agrees that this Agreement is the best evidence of Borrower's agreements with Lender. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If Lender goes to court for any reason, Lender can use a copy, filmed or electronic, of any periodic statement, this Agreement, or any other document to prove what Borrower owes Lender or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. Borrower agrees that, except to the extent Borrower can show there is a billing error, Borrower's most current periodic statement is the best evidence of Borrower's obligation to pay.


Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.


Acknowledgment and Amendments. Borrower understands and agrees to the terms and conditions in this Agreement. Borrower acknowledges that, subject to applicable laws, Lender has the right to change the terms and conditions of the Credit Line program, including without limitation, the Margin. If Lender changes the Periodic Rate and subsequent new credit advances are made under this Agreement, the entire balance will be subject to the new rates. Borrower also understands and agrees that Borrower may be subject to other agreements with Lender regarding transfer instruments or access devices which may access Borrower's Credit Line. Any person signing below may request a modification to this Agreement, and, if granted, the modification will be binding upon all signers. By signing this Agreement, Borrower acknowledges that Borrower has read this Agreement. Borrower also acknowledges receipt of a completed copy of this Agreement.

Applicable Lending Law. This business or commercial Agreement is subject to La. R.S. 9:3509, et seq.

BORROWER:

R & L QUALITY SUBS, LLC

By: 
JEFF M. LOUP, Member of R & L QUALITY SUBS, LLC

By: 
NICOLE S. LOUP, Member of R & L QUALITY SUBS, LLC

By: 
CHRISTOPHER L. ROBERTS, Member of R & L QUALITY SUBS, LLC

By: 
KATHERINE W. ROBERTS, Member of R & L QUALITY SUBS, LLC

ACCEPTED: WHITNEY NATIONAL BANK

By: 
Authorized Signer

Effective Disbursement Date: 10/26/09