

# REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee  
(Summary Page)

1. NAME OF COMMITTEE (In full)

01 JAN 25 21:00:54

The Mary Landrieu for Senate Committee, Inc.

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ADDRESS (number and street)  Check if different than previously reported.  
3421 N. Causeway Blvd., Suite #701

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CITY, STATE and ZIP CODE STATE/DISTRICT  
Metairie, LA 70002

2. FEC IDENTIFICATION NUMBER  
C00317214

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3. IS THIS REPORT AN AMENDMENT?  
 YES  NO

### 4. TYPE OF REPORT

April 15 Quarterly Report  Twelfth day report preceding \_\_\_\_\_ (Type of Election)  
election on \_\_\_\_\_ in the State of \_\_\_\_\_

July 15 Quarterly Report

October 15 Quarterly Report  Thirtieth day report following the General Election on \_\_\_\_\_  
in the State of \_\_\_\_\_

January 31 Year End Report

July 31 Mid-Year Report (Non-election Year Only)  Termination Report

This report contains activity for N/A  Primary Election  General Election  Special Election  Runoff Election

*Debt Retirement*

### SUMMARY

5. Covering Period <u>07/01/2000</u> through <u>12/31/2000</u>	COLUMN A This Period	COLUMN B Calendar Year-to-date
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	\$30600.00	\$80450.00
(b) Total Contribution Refunds (From Line 20(d))	\$500.00	\$1500.00
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	\$30100.00	\$78950.00
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	\$6035.43	\$23089.30
(b) Total Offsets to Operating Expenditures (from Line 14)	\$0.00	\$0.00
(c) Net Operating Expenditures (Subtract Line 7(b) from 7(a))	\$6035.43	\$23089.30
8. Cash on Hand at Close of Reporting Period (from Line 27)	\$1488.45	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	\$0.00	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	\$70612.00	

For further information:  
Federal Election Commission  
999 E Street, NW  
Washington, DC 20463  
Toll Free 800-424-9530  
Local 202-219-3420

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer  
**Tom Delahaye**

Signature of Treasurer Date 1/25/01

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to penalties of 2 U.S.C. §437g.

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**Detailed Summary Page**  
of Receipts and Disbursements  
(Page 2, FEC FORM 3)

Name of Committee (In full) <b>The Mary Landrieu for Senate Committee, Inc.</b>	Report Covering the Period: From: <b>07/01/2000</b> To: <b>12/31/2000</b>	
<b>I. RECEIPTS</b>	<b>Column A Total This Period</b>	<b>Column B Calendar Year-To-Date</b>
<b>11. CONTRIBUTIONS (other than loans) FROM:</b>		
<b>(a) Individuals/Persons Other Than Political Committees</b>		
(i) Itemized (Use Schedule A) .....	\$3600.00	
(ii) Unitemized .....	\$0.00	
(iii) Total of contributions from individual .....	\$3600.00	\$27960.00
<b>(b) Political Party Committees</b> .....	\$0.00	\$0.00
<b>(c) Other Political Committees (such as PACs)</b> .....	\$27000.00	\$52500.00
<b>(d) The Candidate</b> .....	\$0.00	\$0.00
<b>(e) TOTAL CONTRIBUTIONS (other than loans)(add 11(a)(iii), (b), (c) and (d))</b>	<b>\$30600.00</b>	<b>\$80450.00</b>
<b>12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES</b> .....	\$0.00	\$0.00
<b>13. LOANS:</b>		
<b>(a) Made or Guaranteed by the Candidate</b> .....	\$0.00	\$0.00
<b>(b) All Other Loans</b> .....	\$0.00	\$0.00
<b>(c) TOTAL LOANS (add 13(a) and (b))</b> .....	\$0.00	\$0.00
<b>14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)</b> .....	\$0.00	\$0.00
<b>15. OTHER RECEIPTS (Dividends, Interest, etc.)</b> .....	\$0.00	\$0.00
<b>16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)</b> .....	<b>\$30600.00</b>	<b>\$80450.00</b>
<b>II. DISBURSEMENTS</b>		
<b>17. OPERATING EXPENDITURES</b> .....	\$6035.43	\$23089.30
<b>18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES</b> .....	\$0.00	\$0.00
<b>19. LOAN REPAYMENTS:</b>		
<b>(a) Of Loans Made or Guaranteed by the Candidate</b> .....	\$26000.00	\$58000.00
<b>(b) Of All Other Loans</b> .....	\$0.00	\$0.00
<b>(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))</b> .....	\$26000.00	\$58000.00
<b>20. REFUNDS OF CONTRIBUTIONS TO:</b>		
<b>(a) Individuals/Persons Other Than Political Committees</b> .....	\$0.00	\$0.00
<b>(b) Political Party Committees</b> .....	\$0.00	\$0.00
<b>(c) Other Political Committees (such as PACs)</b> .....	\$500.00	\$1600.00
<b>(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))</b> .....	\$500.00	\$1600.00
<b>21. OTHER DISBURSEMENTS</b> .....	\$0.00	\$0.00
<b>22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)</b> .....	<b>\$32535.43</b>	<b>\$80889.30</b>
<b>III. CASH SUMMARY</b>		
<b>23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD</b> .....		\$3423.86
<b>24. TOTAL RECEIPTS THIS PERIOD (from Line 16)</b> .....		\$30600.00
<b>25. SUBTOTAL (add Line 23 and Line 24)</b> .....		\$34023.86
<b>26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)</b> .....		\$32535.43
<b>27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)</b> .....		\$1488.45

**SCHEDULE A**

**ITEMIZED RECEIPTS**

Use separate schedule(s) for each category at the detailed Summary page

Any information supplied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

**NAME OF COMMITTEE (In Full)**  
The Mary Landrieu for Senate Committee, Inc.

<p><b>A. Full Name, Mailing Address and Zip Code</b> Lynda J. Anthony 925 Trsbue Shreveport, LA 71106-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 General</p>	<p><b>Name of Employer</b> Anthony Forest Products Co. <b>Occupation</b> Human Resources</p>	<p><b>Date (month, day, year)</b> 12/05/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$550.00</p>	<p><b>Amount of Each Receipt this Period</b> \$300.00</p>
<p><b>B. Full Name, Mailing Address and Zip Code</b> Endivual Partnership Attribution Hunton &amp; Williams</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 General</p>	<p><b>Name of Employer</b> Hunton &amp; Williams <b>Occupation</b> Attorney</p>	<p><b>Date (month, day, year)</b> 08/03/2000</p> <p><b>YTD Aggregate less than</b> \$200 <i>per partner</i></p> <p><b>Aggregate Year-to-Date -&gt;</b> \$1000.00</p>	<p><b>Amount of Each Receipt this Period</b> \$1000.00</p> <p>MEMO</p>
<p><b>C. Full Name, Mailing Address and Zip Code</b> Edward O. Haenni 7907 Sienbrook Road Bethesda, MD 20814-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 General</p>	<p><b>Name of Employer</b> Under FEC YTD Aggregate <b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 08/16/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$50.00</p>	<p><b>Amount of Each Receipt this Period</b> \$50.00</p>
<p><b>D. Full Name, Mailing Address and Zip Code</b> Bollinmakers-Blacksm LEAF 753 State Avenue, Suite #565 Kansas City, KS 66101-2511</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 Primary</p>	<p><b>Name of Employer</b> Not Applicable <b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 12/28/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$2000.00</p>	<p><b>Amount of Each Receipt this Period</b> \$2000.00</p>
<p><b>E. Full Name, Mailing Address and Zip Code</b> Hunton &amp; Williams ATT: John C. Adams 1900 K Street, NW Washington, DC 20006-1500</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt Retirement -</p>	<p><b>Name of Employer</b> Partnership Attribution Listed Individually <b>Occupation</b></p>	<p><b>Date (month, day, year)</b> 08/03/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$1000.00</p>	<p><b>Amount of Each Receipt this Period</b> \$1000.00</p>
<p><b>F. Full Name, Mailing Address and Zip Code</b> Alicia W. Smith 1401 K Street, NW, 12th floor Washington, DC 20005-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt Retirement -</p>	<p><b>Name of Employer</b> The Smith-Free Group <b>Occupation</b> Consultant</p>	<p><b>Date (month, day, year)</b> 12/28/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$250.00</p>	<p><b>Amount of Each Receipt this Period</b> \$250.00</p>
<p><b>G. Full Name, Mailing Address and Zip Code</b></p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)</p>	<p><b>Name of Employer</b></p> <p><b>Occupation</b></p>	<p><b>Date (month, day, year)</b> / /</p> <p><b>Aggregate Year-to-Date -&gt;</b></p>	<p><b>Amount of Each Receipt this Period</b></p>

<p><b>SUBTOTAL</b> of Receipts This Page (optional)</p>	<p>\$3600.00</p>
<p><b>TOTAL</b> This Period (last page this line number only)</p>	<p>\$3600.00</p>

**SCHEDULE A**

**ITEMIZED RECEIPTS**

Use separate schedules for each category of the Detailed Summary Page

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**NAME OF COMMITTEE (In Full)**  
The Mary Landrieu for Senate Committee, Inc.

<p><b>A. Full Name, Mailing Address and Zip Code</b> American Optometric Association PAC 1505 Prince Street, Suite #300 Alexandria, VA 22314-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 General</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 12/29/2000</p>	<p><b>Amount of Each Receipt this Period</b> \$2000.00</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$2000.00</p>
<p><b>B. Full Name, Mailing Address and Zip Code</b> American Optometric Association PAC 1505 Prince Street, Suite #300 Alexandria, VA 22314-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 General</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 12/28/2000</p>	<p><b>Amount of Each Receipt this Period</b> \$2500.00</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$4500.00</p>
<p><b>C. Full Name, Mailing Address and Zip Code</b> American Trucking PAC American Trucking Associations, Inc. 430 First Street, SE Washington, DC 20003-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 General</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 07/12/2000</p>	<p><b>Amount of Each Receipt this Period</b> \$2500.00</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$2500.00</p>
<p><b>D. Full Name, Mailing Address and Zip Code</b> DASH PAC 424 C Street NE Washington, DC 20002-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 General</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 12/28/2000</p>	<p><b>Amount of Each Receipt this Period</b> \$5000.00</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$10000.00</p>
<p><b>E. Full Name, Mailing Address and Zip Code</b> Distilled Spirits PAC 1205 Eye Street, NW, Suite #400 Washington, DC 20005-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 Primary</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 07/12/2000</p>	<p><b>Amount of Each Receipt this Period</b> \$1000.00</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$1000.00</p>
<p><b>F. Full Name, Mailing Address and Zip Code</b> Joint Action Comm. for Political Affairs JACPAC P. O. Box 105 Highland Park, TX 60035-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 Primary</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 12/28/2000</p>	<p><b>Amount of Each Receipt this Period</b> \$1000.00</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$2000.00</p>
<p><b>G. Full Name, Mailing Address and Zip Code</b> Mainstream America PAC 301 Minstreet, Suite #1400 Baton Rouge, LA 70825-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 General</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 12/28/2000</p>	<p><b>Amount of Each Receipt this Period</b> \$5000.00</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$5000.00</p>

<p><b>SUBTOTAL</b> of Receipts This Page (optional)</p>	<p>\$19000.00</p>
<p><b>TOTAL</b> This Period (last page this line number only)</p>	<p></p>

**SCHEDULE A**

**ITEMIZED RECEIPTS**

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**NAME OF COMMITTEE (In Full)**  
The Mary Landrieu for Senate Committee, Inc.

<p><b>A. Full Name, Mailing Address and Zip Code</b> Mainstreet America PAC 301 Minstreet, Suite #1400 Baton Rouge, LA 70825-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt Retirement -</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 2/28/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$10000.00</p>	<p><b>Amount of Each Receipt this Period</b> \$5000.00</p>
<p><b>B. Full Name, Mailing Address and Zip Code</b> NAUS PAC Nat'l Assoc. For Uniformed Services PAC 5535 Hempstead Way Springfield, VA 22151-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt Retirement -</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 2/28/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$1000.00</p>	<p><b>Amount of Each Receipt this Period</b> \$1000.00</p>
<p><b>C. Full Name, Mailing Address and Zip Code</b> National Venture Capital Ass'n PAC 1655 North Fort Myer Dr., Suite #85C Arlington, VA 22209-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 Primary</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 1/21/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$3000.00</p>	<p><b>Amount of Each Receipt this Period</b> \$1000.00</p>
<p><b>D. Full Name, Mailing Address and Zip Code</b> Van Ness Feldman, PC PAC 1050 Thomas Jefferson St., NW Washington, DC 20007-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 Primary</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 07/12/2000</p> <p><b>Aggregate Year-to-Date -&gt;</b> \$500.00</p>	<p><b>Amount of Each Receipt this Period</b> \$500.00</p>
<p><b>E. Full Name, Mailing Address and Zip Code</b> Van Ness Feldman, PC PAC 1050 Thomas Jefferson St., NW Washington, DC 20007-</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) Debt-'96 Primary</p>	<p><b>Name of Employer</b> Not Applicable</p> <p><b>Occupation</b> Not Applicable</p>	<p><b>Date (month, day, year)</b> 08/08/2000</p> <p><i>Refund added see line 20(d)</i></p> <p><b>Aggregate Year-to-Date -&gt;</b> \$1000.00</p>	<p><b>Amount of Each Receipt this Period</b> \$500.00</p>
<p><b>F. Full Name, Mailing Address and Zip Code</b></p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)</p>	<p><b>Name of Employer</b></p> <p><b>Occupation</b></p>	<p><b>Date (month, day, year)</b> / /</p> <p><b>Aggregate Year-to-Date -&gt;</b></p>	<p><b>Amount of Each Receipt this Period</b></p>
<p><b>G. Full Name, Mailing Address and Zip Code</b></p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)</p>	<p><b>Name of Employer</b></p> <p><b>Occupation</b></p>	<p><b>Date (month, day, year)</b> / /</p> <p><b>Aggregate Year-to-Date -&gt;</b></p>	<p><b>Amount of Each Receipt this Period</b></p>

<p><b>SUBTOTAL</b> of Receipts This Page (optional)</p>	<p>\$8000.00</p>
<p><b>TOTAL</b> This Period (last page this line number only)</p>	<p>\$27000.00</p>

**SCHEDULE B**

**ITEMIZED DISBURSEMENTS**

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**NAME OF COMMITTEE (In Full)**  
The Mary Landrieu for Senate Committee, Inc.

A. Full Name, Mailing Address and Zip Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Bank One, Louisiana, NA  fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Interest on loan  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> other (specify)	08/14/2000	\$868.00
Bank One, Louisiana, NA  fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Interest on loan  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> other (specify)	09/11/2000	\$868.00
Bank One, Louisiana, NA  fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Interest on loan  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> other (specify)	07/14/2000	\$1024.39
Bank One, Louisiana, NA  fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Interest on loan  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> other (specify)	10/16/2000	\$840.00
Bank One, Louisiana, NA  fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Interest on loan  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> other (specify)	12/29/2000	\$840.00
Bank One, Louisiana, NA  fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Interest on loan  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> other (specify)	11/14/2000	\$868.00
Federal Express  P. O. Box 1140  Memphis, TN 38101-1140	Overnight service  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> other (specify)	08/01/2000	\$13.10

<b>SUBTOTAL</b> of Disbursements This Page (optional)	\$5321.49
<b>TOTAL</b> This Period (last page this line number only)	

**SCHEDULE B**

**ITEMIZED DISBURSEMENTS**

See separate schedules for each category of the Detailed Summary Page

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**NAME OF COMMITTEE (In Full)**  
 The Mary Landrieu for Senate Committee, Inc.

A. Full Name, Mailing Address and Zip Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Federal Express  P. O. Box 1140  Memphis, TN 38101-1140	Overnight service  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	08/30/2000	\$89.94
B. Full Name, Mailing Address and Zip Code Kathryn R. Smith-Redford  1095 37th Avenue, N.E.  Salem, OR 97301-2909	Accounting fees  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	07/14/2000	\$192.00
C. Full Name, Mailing Address and Zip Code Kathryn R. Smith-Redford  1095 37th Avenue, N.E.  Salem, OR 97301-2909	Accounting fees  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	07/03/2000	\$240.00
D. Full Name, Mailing Address and Zip Code Kathryn R. Smith-Redford  1095 37th Avenue, N.E.  Salem, OR 97301-2909	Accounting fees  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	12/28/2000	\$192.00
E. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period

<b>SUBTOTAL</b> of Disbursements This Page (optional)	\$713.94
<b>TOTAL</b> This Period (last page this line number only)	\$6035.43

**SCHEDULE B**

**ITEMIZED DISBURSEMENTS**

Use separate schedules for each category of the Detailed Summary Page

Any information copied from such Reports and Statements may not be sold or loaned by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

**NAME OF COMMITTEE (In Full)**  
 The Mary Landrieu for Senate Committee, Inc.

A. Full Name, Mailing Address and Zip Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Bank One, Louisiana, NA  fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Loan payment - p  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	12/29/2000	\$5000.00
Bank One, Louisiana, NA  fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Loan payment - p  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	12/29/2000	\$21000.00
C. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
D. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
E. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period

<b>SUBTOTAL</b> of Disbursements This Page (optional)	\$26000.00
<b>TOTAL</b> This Period (last page this line number only)	\$26000.00



**SCHEDULE B**

**ITEMIZED DISBURSEMENTS**


Use separate schedule for each category of the Detailed Summary Page

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**NAME OF COMMITTEE (In Full)**  
 The Mary Landrieu for Senate Committee, Inc.

A. Full Name, Mailing Address and Zip Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Van Ness Feldman, PC PAC  1050 Thomas Jefferson St., NW  Washington, DC 20007-	Duplicate cx #756 - Primary Debt 96  Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	2/08/2000	\$500.00
B. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
C. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
D. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
E. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and Zip Code	Purpose of Disbursement  Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	/ /	Amount of Each Disbursement This Period

<b>SUBTOTAL</b> of Disbursements This Page (optional)	\$500.00
<b>TOTAL</b> This Period (last page this line number only)	\$500.00

<b>NAME OF COMMITTEE (In Full)</b> The Mary Landrieu for Senate Committee, Inc.			
2. Full Name, Mailing Address and ZIP Code of Loan Source Bank One, Louisiana, NA aka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Original Amount of Loan \$7000.00	Cumulative payments To Date \$7000.00	Balance Outstanding at Close of this Period
Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)			
Terms: <u>Rate Entered</u> 12/08/1998 <u>Date Due</u> 02/11/2001 <u>Interest Rate</u> 9.50 % (Apr) <u>Secured</u> YES			
List All Endorsers or Guarantors (if any) to Item 2			
Full Name, Mailing Address and Zip Code Mary Landrieu  U. S. Senator Senator Hart Building, Suite #702 Washington, DC 20510-	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding:		


<b>SUBTOTAL</b> This Period This Page (optional)	
<b>TOTAL</b> This Period (last page this line number only)	

NAME OF COMMITTEE (In Full) The Mary Landrieu for Senate Committee, Inc.			
A. Full Name, Mailing Address and ZIP Code of Loan Source Bank One, Louisiana, NA fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Original Amount of Loan \$53000.00	Cumulative Payments To Date \$35000.00	Balance Outstanding at Close of This Period \$18000.00
Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)			
Term: Date Incurred 12/11/1998 Date Due 02/11/2001		Interest Rate 9.50 % (april)	Secured YES
List All Endorsers or Guarantors (if any) to Item A			
Full Name, Mailing Address and ZIP Code Mary Landrieu  U. S. Senator Senator Hart Building, Suite #702 Washington, DC 20510-	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$18000.000		

<b>SUBTOTAL</b> This Period This Page (optional)	\$18000.00
<b>TOTAL</b> This Period (last page this line number only)	

NAME OF COMMITTEE (In Full) The Mary Landrieu for Senate Committee, Inc.			
A. Full Name, Mailing Address and ZIP Code of Loan Source Bank One, Louisiana, NA fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Original Amount of Loan \$20000.00	Cumulative Payment To Date \$0.00	Balance Outstanding at Close of This Period \$20000.00
Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)			
Terms: Date Incurred <u>12/18/1998</u> Date Due <u>02/11/2001</u> Interest Rate <u>9.50</u> % (app) Secured <u>YES</u>			
List All Endorsers or Guarantors (if any) to Item A			
Full Name, Mailing Address and Zip Code Mary Landrieu  U. S. Senator Senator Hart Building, Suite #702 Washington, DC 20510-	Name of Employer  Occupation  Amount Guaranteed Outstanding: \$20000.00		

<b>SUBTOTAL</b> This Period This Page (optional)	\$20000.00
<b>TOTAL</b> This Period (Last page this line number only)	\$20000.00

NAME OF COMMITTEE (In Full) The Mary Landrieu for Senate Committee, Inc.			
A. Full Name, Mailing Address and ZIP Code of Loan Source Bank One, Louisiana, NA P.O. Box 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton Bldg Fort Worth, TX 76102-	Original AMOUNT of Loan \$1000.00	Cumulative Payment to Date \$0.00	Balance Outstanding at Close of This Period \$1000.00
Election: <input type="checkbox"/> PRIMARY <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)			
Term: DATE INCURRED 08/04/1999 DATE DUE 02/11/2001		Interest Rate	9.50 % (per) Secured YES
List All Endorsers or Guarantors (if any) to Item A			
Full Name, Mailing Address and Zip Code Mary Landrieu  U. S. Senator Senator Hart Building, Suite #702 Washington, DC 20510-	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding \$1000.0000		


<b>SUBTOTAL</b> This Period This Page (optional)	\$1000.00
<b>TOTAL</b> This Period (last page this line number only)	

NAME OF COMMITTEE (LA Fall)  
The Mary Landrieu for Senate Committee, Inc.


A. Full Name, Mailing Address and ZIP Code of Loan Source Bank One, Louisiana, NA fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton BPG Fort Worth, TX 76102-  Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Original Amount of Loan  \$1000.00	Cumulative Payment To Date  \$0.00	Balance Outstanding at Close of This Period  \$1000.00
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Terms: Date Incurred 09/07/1999 Date Due 02/11/2001 Interest Rate 9.50 % (per) Secured YES

List All Endorsers of Guarantors (If any) to Item A

Full Name, Mailing Address and Zip Code Mary Landrieu  U. S. Senator Senator Hart Building, Suite #702 Washington, DC 20510-	Name of Employer  Occupation  Amount Outstanding: \$1000.0000	
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<b>SUBTOTAL</b> This Period This Page (optional);	\$1300.00
<b>TOTAL</b> This Period (last page this line number only)	\$1300.00

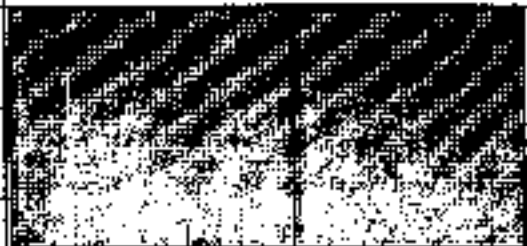
NAME OF COMMITTEE (In Full) The Mary Landrieu for Senate Committee, Inc.			
A. Full Name, Mailing Address and ZIP Code of Loan Source Bank One, Louisiana, NA Eka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Original Amount of Loan \$23000.00	Cumulative Payment to Date \$0.00	Balance Outstanding at close of this Period \$23000.00
Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)			
Term: Date Incurred 10/27/1999 Date Due 02/11/2001		Interest Rate 0.00 % (apr)	Secured YES
List all addresses of cosponsors (if any) to Item A			
Full Name, Mailing Address and Zip Code Mary Landrieu U. S. Senator Senator Hart Building, Suite #702 Washington, DC 20510-	Name of Employer Occupation Amount Guaranteed Outstanding \$23000.000		

<b>SUBTOTAL</b> This Period This Page (optional)	\$23000.00
<b>TOTAL</b> This Period (last page this line number only)	

NAME OF COMMITTEE (In Full) The Mary Landrieu for Senate Committee, Inc.			
A. Full Name, Mailing Address and ZIP Code of Loan Source Bank One, Louisiana, NA Fka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Original Amount of Loan 51000.00	Cumulative PAYMENT TO DATE \$3.00	Balance Outstanding at Close of This Period \$1000.00
Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Term: Date Incurred 10/26/1999 Date Due 02/11/2001 Interest Rate 9.50 % (apr) Secured YES			
List All Endorsers or Guarantors (if any) to Item A			
Full Name, Mailing Address and Zip Code Mary Landrieu  U. S. Senator Senator Hart Building, Suite #702 Washington, DC 20510-	Name of Employer  Occupation  Amount Guaranteed Outstanding: \$1000.0000		

<b>SUBTOTAL</b> This Period This Page (optional)	\$1000.00
<b>TOTAL</b> This Period (Last page this line number only)	



NAME OF COMMITTEE (In Full) The Mary Landrieu for Senate Committee, Inc.			
A. Full Name, Mailing Address and ZIP Code of Loan Source Bank One, Louisiana, NA 114 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-	Original Amount of Loan \$6000.00	Completive Payment To Date \$0.00	Balance OUTSTANDING at Close of This Period \$6000.00
Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)			
Term: DATE Incurred 12/27/1999 Date Due 02/11/2001		Interest Rate 9.50 % (per)	Secured YES
List All Endorsers or GUARANTORS (if any) to Item A			
Full Name, Mailing Address and Zip Code Mary Landrieu  U. S. Senator Senator Hart Building, Suite #702 Washington, DC 20510-	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$6000.0000		

<b>SUBTOTAL</b> This Period This Page (optional)	\$6000.00
<b>TOTAL</b> This Period (last page this line number only)	

SCHEDULE C-1  
 Federal Election Commission  
 Washington, D.C. 20463

**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

NAME OF COMMITTEE (IN FULL) MARY LAURITU FOR SENATE COMMITTEE, INC.		FEC IDENTIFICATION NUMBER C 00317214	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) BANK ONE P.O. BOX 60279 210 BARONNE STREET NEW ORLEANS, LA 70160		AMOUNT OF LOAN \$96,000.00	INTEREST RATE (APR) 9.5%
		DATE INCURRED OR ESTABLISHED 4/21/00	DATE DUE 4/21/2001

- A. Has loan been restructured?  No  Yes If yes, date originally incurred: \_\_\_\_\_
- B. If line of credit, amount of this draw: \$96,000.00; total outstanding balance: \$96,000.00
- C. Are other parties secondarily liable for the debt incurred?  
 No  Yes (Endorsers and guarantors must be reported on Schedule C.)
- D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?  
 No  Yes If yes, specify: ASSETS OF ORIGINAL CAMPAIGN AND OWNERSHIP IN MINELAND GENERAL PARTNERSHIP.  
 What is the value of this collateral? \_\_\_\_\_
- Does the lender have a perfected security interest in it?  No  Yes
- E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?  
 No  Yes If yes, specify: RE-ELECTION CONTRIBUTIONS What is the estimated value? \$150,000.00
- A depository account must be established pursuant to 11 CFR 100.7(b)(11)(B) and 100.6(b)(12)(B). Date account established: \_\_\_\_\_ Location of account: \_\_\_\_\_
- F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

G. COMMITTEE TREASURER  
 TYPED NAME: TON DELAHAYE SIGNATURE:  DATE: 1/23/01

H. Attach a signed copy of the loan agreement.

- I. TO BE SIGNED BY THE LENDING INSTITUTION:
- I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.
  - II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
  - III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.6(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE  
 Dorothy M. Clyne  TITLE: Vice President DATE: 1/23/01  
 TYPED NAME SIGNATURE

**DEBTS AND OBLIGATIONS**  
Excluding Loans

NAME OF COMMITTEE (In Full)	Outstanding Balance Beginning This Period	Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period
The Mary Landrieu for Senate Committee, Inc.				
Full Name, Mailing Address and Zip Code Bank One, Louisiana, NA Pka 1st Nat'l Bank Commerce-New Orleans 500 Throckmorton 6PG Fort Worth, TX 76102-		\$612.00		\$612.00
Nature of Debt (Purpose) Interest on loan at 12/31/2000				
Full Name, Mailing Address and Zip Code Kathryn R. Smith-Redford 1095 37th Avenue, N.E. Salem, OR 97301-2905	\$240.00		\$240.00	\$0.00
Nature of Debt (Purpose) Accounting fees				

1) <b>SUBTOTAL</b> This Period This Page (optional)	
2) <b>TOTAL</b> This Period (last page this line number only)	\$612.00 ✓
3) <b>TOTAL OUTSTANDING LOANS</b> from Schedule D (last page only)	\$73000.00 ✓
4) <b>ADD</b> (State Blank entry forward to appropriate line of Summary Page (last page only)	\$70612.00

**CHANGE IN TERMS AGREEMENT**

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$96,000.00		04-21-2001			699	0595453567	47258	

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

**Borrower:** MARY L. LANDRIEU (SSN: 433-06-1376)  
C/O RODNEY LEBLANC, 3421 NORTH CAUSEWAY  
BLVD, SUITE 701  
METAIRIE, LA 70003

**Lender:** Bank One, Louisiana, N.A. TIN:  
New Orleans Private Banking  
201 St. Charles, 29th Floor  
New Orleans, LA 70170

**THIS CHANGE IN TERMS AGREEMENT ("Agreement") is executed effective as of April 21, 2000 by MARY L. LANDRIEU ("Borrower") and acknowledged and agreed to by Bank One, Louisiana, N.A. ("Lender").**

WHEREAS, a loan ("Loan") was made to Borrower in the amount of \$150,000.00, evidenced by a promissory note (as renewed, extended or modified, the "Note") dated December 11, 1997, executed and delivered by Borrower in the principal amount of the Loan; and

WHEREAS, the Note and all credit agreements, loan agreements, guarantees, security agreements, deeds of trust, mortgages, and all other instruments and documents executed in connection with the Note are collectively described herein as the "Related Documents"; and

WHEREAS, Lender is the owner and holder of the Note and all other Related Documents; and

WHEREAS, the parties hereto now propose to modify certain terms of the Note as provided herein.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Maturity Date.** The maturity date of the Note shall be April 21, 2001 ("Maturity Date"), when the unpaid principal balance of the Note, together with all accrued but unpaid interest thereon, shall be due and payable.

**Interest Rate.** As of the effective date hereof, interest on the principal balance of the Note from time to time remaining unpaid prior to maturity shall be payable at the following rate:

The interest rate on this Note is subject to fluctuation based upon the Prime Rate of interest in effect from time to time (the "Index") (which rate may not be the lowest, best or most favorable rate of interest which Lender may charge on loans to its customers). "Prime Rate" shall mean the rate announced from time to time by Lender as its prime rate. Each change in the rate to be charged on this Note will become effective without notice on the same day as the index changes. Except as otherwise provided herein, the unpaid principal balance of this Note will accrue interest at a rate per annum which will from time to time be equal to the sum of the Index, plus 0.000%. Under no circumstances will the interest rate on this agreement be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

**Payment Terms.** The Note, as modified hereby, shall be payable as follows:

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule:

8 consecutive monthly interest payments, beginning July 21, 2000, with interest calculated on the unpaid principal balances at a simple interest rate of 1,000 percentage points over the Index described; 1 principal payment of \$25,000.00 on December 31, 2000, with interest calculated on the unpaid principal balances at a simple interest rate of 1,000 percentage points over the Index described; and 1 principal and interest payment in the initial amount of \$70,832.92 on April 21, 2001, with interest calculated on the unpaid principal balances at a simple interest rate of 1,000 percentage points over the Index described. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Agreement.

The annual interest rate for this Agreement is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at the address designated by Lender from time to time in writing. If any payment of principal or of interest on this Agreement shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which national banking associations are authorized to be closed. Unless otherwise agreed to, in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to principal, and any remaining amount to any unpaid collection costs, late charges and other charges, provided, however, upon delinquency or other default, Lender reserves the right to apply payments among principal, interest, late charges, collection costs and other charges at its discretion. The books and records of Lender shall be prima facie evidence of all outstanding principal of and accrued but unpaid interest on this Agreement. If this Agreement is governed by or is executed in connection with a loan agreement, this Agreement is subject to the terms and provisions thereof.

Borrower hereby expressly promises to pay to the order of Lender the principal amount of the Note and all accrued but unpaid interest now or hereafter to become due and payable under the Note, as modified hereby.

**Current Note Balance.** As of the effective date hereof, the outstanding principal balance of the Note is \$96,000.00.

**INTEREST AFTER DEFAULT.** If Lender declares this Agreement to be in default, Lender has the right prospectively to adjust and fix the simple interest rate under this Agreement until this Agreement is paid in full, as follows: (1) If the original principal amount of this Agreement is \$250,000 or less, the fixed default interest rate shall be equal to eighteen (18%) percent per annum, or three (3%) per cent per annum in excess of the interest rate under this Agreement, whichever is greater. (2) If the original principal amount of this Agreement is more than \$250,000, the fixed default interest rate shall be equal to twenty-one (21%) percent per annum, or three (3%) per cent per annum in excess of the interest rate under this Agreement at the time of default, whichever is greater.

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

04-21-2000

## CHANGE IN TERMS AGREEMENT

Page 2

Loan No

(Continued)

**NSF CHECK CHARGES.** In the event that Borrower makes any payment under this Agreement by check and Borrower's check is returned to Lender unpaid due to non-sufficient funds in my deposit account, Borrower agrees to pay Lender an additional NSF check charge equal to \$25.00.

**CONTINUING VALIDITY.** Except as expressly changed by this Agreement, the terms of the Note and all other Related Documents remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions. Borrower agrees that there are no claims or offsets against, or defenses or counterclaims re, the payment of the Note.

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

**GOVERNING LAW.** Borrower agrees that this Agreement and the loan evidenced hereby shall be governed under the laws of the State of Louisiana. Specifically, this business or commercial Agreement is subject to La. R.S. 9:3609 et seq.

**LATE CHARGES.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or Twenty Five Dollars (\$25.00), whichever is greater, up to the maximum amount of One Thousand Five Hundred Dollars (\$1,500.00) per late charge.

**WAIVERS.** Borrower and each guarantor of this Agreement hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment, and all pleas of division and discussion, and severally agree that their obligations and liabilities to Lender hereunder shall be on a "solidary" or "joint and several" basis. Borrower and each guarantor further severally agree that discharge or release of any party who is or may be liable to Lender for the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower and each guarantor additionally agree that Lender's acceptance of payment from other than in accordance with the terms of this Agreement, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and/or remedies granted to Lender shall furthermore not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower and each guarantor further agree that, should any default event occur or exist under this Agreement, any waiver or forbearance on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower and each guarantor of this Agreement further agree that any late charges provided for under this Agreement will not be charges for deferral of time for payment and will not and are not intended to compensate Lender for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charge. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Agreement will result in damages to Lender, including but not limited to Lender's loss of the use of amounts due, and Borrower agrees that any late charges imposed by Lender hereunder will represent reasonable compensation to Lender for such damages. Failure to pay in full any installment or payment timely when due under this Agreement, whether or not a late charge is assessed, will remain and shall constitute an Event of Default hereunder.

**SUCCESSORS AND ASSIGNS LIABLE.** Borrower's and each guarantor's obligations and agreements under this Agreement shall be binding upon Borrower's and each guarantor's respective successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Lender under this Agreement shall inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Agreement.

**CAPTION HEADINGS.** Caption headings of the sections of this Agreement are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Agreement, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

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

**PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. LENDER AND BORROWER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER LENDER OR BORROWER AGAINST THE OTHER.**

BORROWER:

X   
 \_\_\_\_\_  
 MARY L. LANDRIER

ACCEPTED AND AGREED:

Bank One Louisiana, N.A.

By:   
 \_\_\_\_\_

Title: Vice President



# COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$118,000.00	02/27/2000	04/27/2000			6899	0995453567	47258	

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

**Borrower:** MARY L. LANDRIEU (SSN: 433-05-1378)  
 C/O RODNEY LEBLANC, 3421 NORTH CAUSEWAY  
 BLVD, SUITE 701  
 METAIRIE, LA 70002

**Lender:** Bank One, Louisiana, N.A. TIN:  
 New Orleans Private Banking  
 201 St. Charles, 29th Floor  
 New Orleans, LA 70170

THIS COMMERCIAL SECURITY AGREEMENT is entered into by MARY L. LANDRIEU (referred to below as "Grantor") for the benefit of Bank One, Louisiana, N.A. (referred to below as "Lender"). For valuable consideration, Grantor hereby pledges to Lender and grants to Lender a continuing security interest in the Collateral to secure Grantor's present and future indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law or otherwise.

**DEFINITIONS.** The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Louisiana Commercial Laws (La. R.S. 10:9-10), et seq.) as adopted in the State of Louisiana ("Code"). All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached or to be attached to this Commercial Security Agreement from time to time.

**Collateral.** The word "Collateral" means individually, collectively and interchangeably any and all of Grantor's present and future rights, title and interest in and to the following described property, together with any and all present and future additions thereto, substitutions therefor, and replacements thereof:

**ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE ACCOUNTS ARISING OUT OF OR RELATED TO THE MARY LANDRIEU FOR SENATE COMMITTEE, INC. FUND AND ALL PROCEEDS FROM THOSE ACCOUNTS**

The Collateral also includes any related equipment wherever located, and any and all additions thereto and substitutions or replacements thereof, and all accessories, attachments, and accessories thereto, whether added now or later, and all products and proceeds derived or to be derived therefrom, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Grantor to collect or enforce payment thereof, as well as to enforce any guarantees of the foregoing and security therefor, and all of Grantor's present and future general intangibles in any way related or pertaining to the ownership, operation, use or collection of any of the foregoing, including without limitation Grantor's limitation Grantor's books, records, files, computer disks and software, and all rights that Grantor may have with regard thereto.

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

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

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

**Grantor.** The word "Grantor" means individually, collectively and interchangeably MARY L. LANDRIEU (which is a debtor under the Code).

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

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus any accrued interest thereon, owing by Grantor, or any one or more of them, to Lender of any kind or character, now existing or hereafter arising, as well as all present and future claims by Lender against Grantor, or any one or more of them, and all renewals, extensions, modifications, substitutions and rearrangements of any of the foregoing; whether such indebtedness arises by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, overdraft, indemnity agreement or otherwise; whether such indebtedness is voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Grantor may be liable individually or jointly with others; whether Grantor may be liable primarily or secondarily or as debtor, maker, comaker, drawer, endorser, guarantor, surety, accommodation party or otherwise.

**Lender.** The word "Lender" means Bank One, Louisiana, N.A. TIN; its successors and assigns (which is a secured party under the Code), and any subsequent holder or holders of the Note, or any interest therein.

**Note.** The word "Note" means the promissory note dated March 27, 2000, in the principal amount of \$118,000.00 from MARY L. LANDRIEU to Lender, together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for such promissory note.

**Related Documents.** The words "Related Documents" mean and include individually, collectively, interchangeably and without limitation the Note and all credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Note.

**CONTINUING SECURITY INTEREST TO SECURE PRESENT AND FUTURE INDEBTEDNESS.** Grantor affirms that Grantor has granted a continuing security interest in the Collateral in favor of Lender to secure any and all present and future indebtedness of Grantor in favor of Lender, as may be outstanding from time to time set forth above, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, with the continuing preferences and priorities provided under applicable Louisiana law. Grantor agrees that all such additional loans and indebtedness will be secured under this Agreement without the necessity that Grantor execute any further security instruments.

Grantor has no other Social Security or Employer Identification Numbers. Grantor promptly shall notify Lender should Grantor apply for or obtain a new Social Security or Employer Identification Number.

**No Violation.** The execution and delivery of this Agreement will not violate any law, judgment, order, decree or agreement, governing or pertaining to Grantor or to which Grantor is a party.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with applicable state and federal laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral, free of any offset, compensation, deduction or counterclaim.

**Location of the Collateral.** Grantor, upon request of Lender, will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (a) all real property owned or being purchased by Grantor; (b) all real property being leased or leased by Grantor; (c) all storage facilities owned, rented, leased, or being used by Grantor; and (d) all other properties where Collateral is or may be located. Except in the ordinary course of its business, Grantor shall not remove the Collateral from its existing locations without the prior written consent of Lender. Collateral consisting of inventory and other goods is not currently located and, as long as this Agreement remains in effect, will not be kept in a field or public warehouse or with a bailee, and shall be kept only at locations approved by Lender.

**Removal of Collateral.** Grantor shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at Grantor's address shown above, or at such other locations as are acceptable to Lender. Except in the ordinary course of its business, including the sales of inventory, Grantor shall not remove the Collateral from its existing locations without the prior written consent of Lender. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Louisiana, without the prior written consent of Lender.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not constitute a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any encumbrance or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title, Authority, Binding Effect.** Grantor represents and warrants to Lender that it is the owner of the Collateral and holds good and marketable title to the Collateral, free and clear of all encumbrances except for Lender's security interest. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor further represents and warrants that it has requisite authority to enter into this Agreement in favor of Lender and to grant to Lender the security interest in the Collateral as provided herein. Grantor additionally represents and warrants that this Agreement is binding upon Grantor as well as Grantor's heirs, successors, transferees and assigns, and is legally enforceable in accordance with its terms. The foregoing representations and warranties and all other representations and warranties of Grantor under this Agreement shall be continuing and shall survive the termination of this Agreement.

**Collateral Schedule and Locations.** Insofar as the Collateral consists of inventory, Grantor shall deliver to Lender, as often as Lender shall require, such lists, descriptions, and designations of such Collateral as Lender may require to identify the nature, extent, and location of such Collateral. Such information shall be submitted for Grantor and each of its subsidiaries or related companies.

**Repairs and Maintenance.** Grantor shall keep and maintain and shall cause others to keep and maintain the Collateral in good order, repair and merchantable condition. Grantor shall further make and/or cause all necessary repairs to be made to the Collateral, including the repair and restoration of any portion of the Collateral that may be damaged, lost or destroyed. In addition, Grantor shall not, without the prior written consent of Lender, make or permit to be made any alterations to any of the Collateral that may reduce or impair the Collateral's use, value or marketability. Furthermore, Grantor shall not, nor shall Grantor permit others to abandon, commit waste, or destroy the Collateral or any part or parts thereof.

**Taxes.** Grantor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges of every type and description, that may from time to time be imposed, assessed and levied against the Collateral or against Grantor. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or effect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance With Governmental Requirements.** Grantor is conducting and will continue to conduct Grantor's businesses in material compliance with all federal, state and local laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions applicable to Grantor's businesses and to the production, disposition or use of the Collateral, including without limitation, those pertaining to health and environmental matters such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (collectively, together with any subsequent amendments, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous Substance Waste Amendments of 1984 (collectively, together with any subsequent amendments, hereinafter called "RCRA"). Grantor represents and warrants that (i) none of the operations of Grantor is the subject of a federal, state or local investigation evaluating whether any material remedial action is needed to respond to a release or disposal of any toxic or hazardous substance or solid waste into the environment; (ii) Grantor has not filed any notice under any federal, state or local law indicating that Grantor is responsible for the release into the environment, the disposal on any premises in which Grantor is conducting its businesses or the improper storage, of any material amount of any toxic or hazardous substance or solid waste or that any such toxic or hazardous substance or solid waste has been released, disposed of or is improperly stored, upon any premises on which Grantor is conducting its businesses; and (iii) Grantor otherwise does not have any known material contingent liability in connection with the release into the environment, disposal or the improper storage, of any such toxic or hazardous substance or solid waste. The terms "hazardous substance" and "release", as used herein, shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal", as used herein, shall have the meanings specified in RCRA; provided, however, that to the extent that the laws of the State of Louisiana establish meanings for such terms which are broader than that specified in either CERCLA or RCRA, such broader meanings shall apply. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for hazardous wastes and substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of the Agreement. This obligation to indemnify shall

03-21-2000  
Loan No

**COMMERCIAL SECURITY AGREEMENT**  
(Continued)

Page 3

existing policy or policies should expire. If Grantor's insurance policies and renewals are held by another person, Grantor agrees to supply original or certified copies of the same to Lender within the time periods required above.

Grantor agrees to notify immediately Lender in writing of any material casualty to or accident involving the Collateral, whether or not such casualty or loss is covered by insurance. Grantor further agrees to promptly notify Grantor's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any Collateral is lost, damaged, or destroyed as a result of an insured hazard. Lender may submit such a claim and proof of claim to the insurance company on Grantor's behalf, should Grantor fail to do so promptly for any reason. Grantor hereby irrevocably appoints Lender as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Grantor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more Events of Default exist under this Agreement, Lender will not settle or adjust any such claim without the prior approval of Grantor (which approval shall not be unreasonably withheld).

**Insurance Proceeds.** Lender shall have the right to directly receive the proceeds of all insurance protecting the Collateral. In the event that Grantor should receive any such insurance proceeds, Grantor agrees to immediately turn over and to pay such proceeds directly to Lender. All insurance proceeds may be applied, at Lender's sole option and discretion, and in such a manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or fees necessarily paid or incurred by Lender in this connection), for the purpose of: (a) repairing or restoring the lost, damaged or destroyed Collateral; or (b) reducing the then outstanding balance of Grantor's indebtedness.

Lender's receipt of such insurance proceeds and the application of such proceeds as provided herein shall not, however, effect the lien of this Agreement. Nothing under this section shall be deemed to excuse Grantor from its obligations promptly to repair, replace or restore any lost or damaged Collateral, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Lender. Furthermore, unless otherwise confirmed by Lender in writing, the application or release of any insurance proceeds by Lender shall not be deemed to cure or waive any Event of Default under this Agreement. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.



existing policy or policies should expire. If Grantor's insurance policies and renewals are held by another person, Grantor agrees to supply original or certified copies of the same to Lender within the time periods required above.

Grantor agrees to notify immediately Lender in writing of any material casualty to or accident involving the Collateral, whether or not such casualty or loss is covered by insurance. Grantor further agrees to promptly notify Grantor's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any Collateral is lost, damaged, or destroyed as a result of an insured hazard. Lender may submit such a claim and proof of claim to the insurance company on Grantor's behalf, should Grantor fail to do so promptly for any reason. Grantor hereby irrevocably appoints Lender as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Grantor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more Events of Default exist under this Agreement, Lender will not settle or adjust any such claim without the prior approval of Grantor (which approval shall not be unreasonably withheld).

**Insurance Proceeds.** Lender shall have the right to directly receive the proceeds of all insurance protecting the Collateral. In the event that Grantor should receive any such insurance proceeds, Grantor agrees to immediately turn over and to pay such proceeds directly to Lender. All insurance proceeds may be applied, at Lender's sole option and discretion, and in such a manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or fees necessarily paid or incurred by Lender in this connection), for the purpose of: (a) repairing or restoring the lost, damaged or destroyed Collateral; or (b) reducing the then outstanding balance of Grantor's indebtedness.

Lender's receipt of such insurance proceeds and the application of such proceeds as provided herein shall not, however, affect the lien of this Agreement. Nothing under this section shall be deemed to excuse Grantor from its obligations promptly to repair, replace or restore any lost or damaged Collateral, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Lender. Furthermore, unless otherwise confirmed by Lender in writing, the application or release of any insurance proceeds by Lender shall not be deemed to cure or waive any Event of Default under this Agreement. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

**Solvency of Grantor.** As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Grantor at the time of the execution of this Agreement, (i) Grantor is and will be solvent, (ii) Grantor's net fair market value of Grantor's assets exceeds and will continue to exceed Grantor's liabilities (both fixed and contingent), (iii) Grantor is paying and will continue to be able to pay its debts as they mature, and (iv) if Grantor is not an individual, Grantor has and will have sufficient capital to carry on Grantor's businesses and all businesses in which Grantor is about to engage.

**Lien Not Released.** The lien, security interest and other security rights of Lender hereunder shall not be impaired by any indulgence, moratorium or release granted by Lender, including but not limited to, the following: (a) any renewal, extension, increase or modification of any of the indebtedness; (b) any surrender, compromise, release, renewal, extension, exchange or substitution granted in respect of any of the Collateral; (c) any release or indulgence granted to any endorser, guarantor or surety of any of the indebtedness; (d) any release of any other collateral for any of the indebtedness; (e) any acquisition of any additional collateral for any of the indebtedness; and (f) any waiver or failure to exercise any right, power or remedy granted herein, by law or in any of the Related Documents.

**Request for Environmental Inspections.** Upon Lender's reasonable request from time to time, Grantor will obtain at Grantor's expense an inspection or audit report(s) addressed to Lender of Grantor's operations from an engineering or consulting firm approved by Lender, indicating the presence or absence of toxic and hazardous substances, underground storage tanks and solid waste on any premises in which Grantor is conducting a business; provided, however, Grantor will be obligated to pay for the cost of any such inspection or audit no more than one time in any twelve (12) month period unless Lender has reason to believe that toxic or hazardous substance or solid wastes have been dumped or released on any such premises. If Grantor fails to order or obtain an inspection or audit within ten (10) days after Lender's request, Lender may at its option order such inspection or audit, and Grantor grants to Lender and its agents, employees, contractors and consultants access to the premises in which it is conducting its business and a license (which is coupled with an interest and is irrevocable) to obtain inspections and audits. Grantor agrees to promptly provide Lender with a copy of the results of any such inspection or audit received by Grantor. The cost of such inspections and audits by Lender shall be a part of the indebtedness, secured by the Collateral and payable by Grantor on demand.

**Prior Encumbrances.** To the extent applicable, Grantor shall fully and timely perform any and all of its obligations under any prior Encumbrances affecting the Collateral. Without limiting the foregoing, Grantor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Grantor shall further promptly notify Lender in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrances. Grantor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly secured, whether by cross-collateralization or otherwise, by the Collateral, or any part or parts thereof, with possible preference and priority over Lender's security interest. Grantor additionally agrees to obtain, upon request by Lender, and in form and substance as may then be satisfactory to Lender, appropriate waivers and/or subordinations of any lessor's liens or privileges, vendor's liens or privileges, purchase money security interests, and any other Encumbrances that may affect the Collateral at any time.

**Future Encumbrances.** Grantor shall not, without the prior written consent of Lender, grant any Encumbrance that may affect the Collateral, or any part or parts thereof, nor shall Grantor permit or consent to any Encumbrance attaching to or being filed against any of the Collateral in favor of anyone other than Lender. Grantor shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers and others incurred in connection with the alteration, improvement, repair and maintenance of the Collateral, or otherwise furnish appropriate security of bond, so that no future Encumbrance may ever attach to or be filed against any Collateral. Grantor additionally agrees to obtain, upon request by Lender, and in form and substance as may then be satisfactory to Lender, appropriate waivers and/or subordinations of any lessor's liens or privileges, vendor's liens or privileges, purchase money security interests, and any other Encumbrances that may affect the Collateral at any time.

**Notice of Encumbrances.** Grantor shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Grantor additionally agrees to notify Lender immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Grantor's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the Collateral, or should any of the Collateral be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

**Books and Records.** Grantor will keep proper books and records with regard to Grantor's business activities and the Collateral in which a security interest is granted hereunder, in accordance with generally accepted accounting principles, applied on a consistent basis throughout, which books and records shall at all reasonable times be open to inspection and copying by Lender or its designated agents. Lender shall also have the right to inspect Grantor's books and records, and to discuss Grantor's affairs and finances with Grantor's officers and representatives, at such reasonable times as Lender may designate.

additional expenditures shall not constitute a waiver or forbearance by Lender of any Event of Default under this Agreement. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment. All such expenses shall become a part of the indebtedness and be payable on demand by Lender. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

**EVENTS OF DEFAULT.** The following actions or inactions or both shall constitute Events of Default under this Agreement:

- Default under the Indebtedness.** Should Grantor default in the payment of principal or interest under any of the indebtedness when due.
- Default under this Agreement.** Should Grantor violate, or fail to comply fully with any of the terms and conditions of, or default under this Agreement.
- Default Under Other Agreements.** Should any event of default occur or exist under any Related Document which directly or indirectly secures repayment of any of the indebtedness.
- Other Defaults in Favor of Lender.** Should Grantor or any Guarantor default under any other loan, extension of credit, security agreement, or obligation in favor of Lender.
- Default in Favor of Third Parties.** Should Grantor or any Guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property, or Grantor's or any Guarantor's ability to perform their respective obligations under this Agreement, or any Related Document, or pertaining to the indebtedness.
- Insolvency.** Should the suspension, failure or insolvency, however evidenced, of Grantor or any Guarantor occur or exist.
- Readjustment of Indebtedness.** Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Grantor or any Guarantor.
- Assignment for Benefit of Creditors.** Should Grantor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.
- Receivership.** Should a receiver of all or any part of Grantor's property, or the property of any Guarantor, be applied for or appointed.
- Dissolution Proceedings.** Should proceedings for the dissolution or appointment of a liquidator of Grantor or any Guarantor be commenced.
- False Statements.** Should any representation or warranty of Grantor or any Guarantor made in connection with the indebtedness prove to be incorrect or misleading in any respect.
- Defective Collateralization.** Should this Agreement or any of the Related Documents cease to be in full force and effect (including failure of any Collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.
- Insecurity.** Should Lender deem itself to be insecure with regard to repayment of the indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under applicable law, and more specifically under the Code of Commerce (La. R.S. 10:9-101 et seq.). In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

- Accelerate Indebtedness.** Lender may declare the entire indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice or further demand for payment.
- Seizure and Sale of Collateral in Louisiana.** In the event that Lender elects to commence appropriate Louisiana foreclosure proceedings under this Agreement, Lender may cause the Collateral, or any part or parts thereof, to be immediately seized wherever found, and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Grantor or placing Grantor in default, all of which are expressly waived.
- Confession of Judgment.** For purposes of foreclosure under Louisiana executory process procedures, Grantor confesses judgment and acknowledges to be indebted unto and in favor of Lender, up to the full amount of the indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Grantor further confesses judgment and acknowledges to be indebted unto and in favor of Lender in the amount of all additional advances that Lender may make on Grantor's behalf pursuant to this Agreement, together with interest thereon, up to a maximum of two (2) times the face amount of the aforesaid Note. To the extent permitted under applicable Louisiana law, Grantor additionally waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2629 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.
- Keeper.** Should any or all of the Collateral be seized as an incident to an action for the recognition or enforcement of this Agreement, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Grantor hereby agrees that the court issuing any such order shall, if requested by Lender, appoint Lender, or any agent designated by Lender, or any person or entity named by Lender at the time such seizure is requested, or any time thereafter, as Keeper of the Collateral as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Grantor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Agreement in the form of an additional advance as provided herein.
- Declaration of Fact.** Should it become necessary for Lender to foreclose under this Agreement, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to be within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-509, as applicable.

**Default Collateral.** This provision applies, to the extent applicable, if and when the Collateral for any reason is located outside the State of Louisiana following the occurrence of any Event of Default, or should there be a subsequent change in Louisiana law permitting such remedies. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Public or Private Sale of Collateral.** To the extent that any of the Collateral is then in Lender's possession, Lender shall have full power to sell, lease, transfer, or otherwise dispose of the Collateral or the proceeds thereof in its own name or that of Grantor. Lender may sell the Collateral (as a unit or in parcels) at public auction or private sale. Lender may buy the Collateral, or any portion thereof, (i) at any public sale, and (ii) at any private sale if the Collateral is not a \_\_\_\_\_.

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**COMMERCIAL SECURITY AGREEMENT**  
(Continued)

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- Securing from the Collateral, as such amounts become due and payable. In order to permit the foregoing, Grantor unconditionally agrees to deliver to Lender, immediately following demand, any and all of Grantor's records, ledger sheets, and other documentation, in the form requested by Lender, with regard to the Collateral and any and all proceeds and/or payments applicable thereto.

Lender shall have the further right, whether or not an Event of Default then exists under this Agreement, where appropriate and within Lender's sole discretion, so the suit, either in Lender's own name or in the name of Grantor, to collect any and all proceeds and payments that may then and/or in the future be due and owing under this Agreement, and if as a result of such it is necessary for Lender to attempt to collect any such proceeds and/or payments from the obligors therefor. Lender may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness, without affecting the liability of Grantor under this Agreement or under the Indebtedness. To that end, Grantor hereby irrevocably constitutes and appoints Lender as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Grantor or Lender.

**Additional Expenses.** In the event that it should become necessary for Lender to conduct a search for any of the Collateral in connection with any foreclosure action, or should it be necessary to remove the Collateral, or any part or parts thereof, from the premises in which or on which the Collateral is then located, and/or to store and/or refurbish such Collateral, Grantor agrees to reimburse Lender for the cost of conducting such a search and/or removing and/or storing and/or refurbishing such Collateral, which additional expense shall also be secured by the lien of this Agreement.

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

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

**Other Rights and Remedies.** In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise. Grantor waives any right to require Lender to proceed against any third party, exhaust any other security for the Indebtedness or pursue any other right or remedy available to Lender.

**Cumulative Remedies.** All of Lender's rights and remedies, whether evidenced by this Agreement or the Related Documents or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

**ASSIGNMENT OF INDEBTEDNESS.** Grantor hereby recognizes and agrees that Lender may assign all or any portion of the Indebtedness to one or more third party creditors. Such transfers may include, but are not limited to, sales or participation interests in the Indebtedness. Grantor specifically agrees and consents to all such transfers and assignments and further waives any subsequent notice of such transfers or assignments as may be provided under applicable law. Grantor additionally agrees that any and all of the Indebtedness in favor of such a third party assignee, for the limited purposes set forth above, will be secured by the Collateral.

**PROTECTION OF LENDER'S SECURITY RIGHTS.** Grantor will be fully responsible for any losses that Lender may suffer as a result of anyone other than Lender asserting any rights or interest in or to the Collateral. Grantor agrees to access in and to defend all actions or proceedings commencing to affect Lender's security interests in any of the Collateral subject to this Agreement and any of the rights and powers granted Lender hereunder. In the event that Grantor fails to do what is required of it under this Agreement, or if any action or proceeding is commenced naming Lender as a party or affecting Lender's security interests or the rights and powers granted under this Agreement, then Lender may, without releasing Grantor from any of its obligations under this Agreement, do whatever Lender believes to be necessary and proper within its sole discretion to protect the security of this Agreement, including without limitation making additional advances on Grantor's behalf as provided herein.

**INDEMNIFICATION OF LENDER.** Grantor agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including without limitation Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender arising out of or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender hereunder. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or occurring prior to such cancellation, and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder.

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

**INSPECTION; AUDITS.** Lender and its agents may periodically enter upon Grantor's premises at reasonable hours and inspect the Collateral. Lender and its agents may also periodically conduct audits of the Collateral and may further inspect and audit Grantor's books and records that in any way pertain to the Collateral and any part or parts thereof.

**APPLICATION OF PAYMENTS.** Grantor agrees that all payments and other sums and amounts received by Lender under the Indebtedness or under this Agreement, shall be applied; first, to reimburse Lender for its costs of collecting the same (including but not limited to, reimbursement of Lender's reasonable attorneys' fees); second, to the repayment of interest on all additional advances that Lender may have made on Grantor's behalf pursuant to this Agreement; third, to the payment of principal of all such additional advances; and finally, to the payment of principal and interest on the Indebtedness then outstanding, which may be applied in such order and priority as Lender may determine within its sole discretion.

**TAXATION.** In the event that there should be any change in law with regard to taxation of security agreements or the debts they secure, Grantor agrees to pay any taxes, assessments or charges that may be imposed upon Lender as a result of this Agreement.

**EFFECT OF WAIVERS.** Grantor has waived, and/or does by these presents waive, protest, notice of protest, notice of nonpayment under all of the Indebtedness secured by this Agreement. Grantor has further waived, and/or does by these presents waive, all pleas of division and discussion, and all similar rights with regard to the Indebtedness, and agrees that Grantor shall remain liable, together with any and all Guarantors, on a "solidary" or "joint and several" basis. Grantor further agrees that discharge or release of any party who is, may, or will be liable to Lender under any of the Indebtedness, or the release of the Collateral or any other collateral directly or indirectly securing repayment of the same, shall not have the effect of releasing or otherwise diminishing or reducing the actual or potential liability of Grantor and/or any other party or parties guaranteeing payment of the Indebtedness, who shall remain liable to Lender, and/or of releasing any Collateral or other collateral that is not expressly released by Lender.

Grantor additionally agrees that Lender's acceptance of payments other than in accordance with the terms of any agreement or agreements governing repayment of the Indebtedness, or Lender's subsequent agreement to extend or modify such repayment terms, shall likewise not have the effect of releasing any party or parties from their respective obligations to Lender under this Agreement.

**JURY WAIVER.** THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREON) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, AND ANY OTHER RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN LENDER AND THE BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS.

**Attorneys' Fees; Expenses.** Grantor will upon demand pay to Lender the amount of any and all costs and expenses (including without limitation, reasonable attorneys' fees and expenses) which Lender may incur in connection with (i) the perfection and preservation of the collateral assignment and security interests created under this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (iii) the exercise or enforcement of any of the rights of Lender under this Agreement, or (iv) the failure by Grantor to perform or observe any of the provisions hereof.

**Termination.** Upon (i) the satisfaction in full of the indebtedness and all obligations hereunder, (ii) the termination or expiration of any commitment of Lender to extend credit that would become indebtedness hereunder, and (iii) Lender's receipt of a written request from Grantor for the termination hereof, this Agreement and the security interests created hereby shall terminate. Upon termination of this Agreement and Grantor's written request, Lender will, at Grantor's sole cost and expense, return to Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

**Indemnity.** Grantor hereby agrees to indemnify, defend and hold harmless Lender, and its officers, directors, shareholders, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against any Indemnified Person (whether or not caused by any Indemnified Person's sole, concurrent or contributory negligence arising in connection with the Related Documents, the indebtedness or the Collateral (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The Indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

**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.

**Notices.** To give Grantor any notice required under this Agreement, Lender may hand deliver or mail such notice to Grantor. Lender will deliver or mail any notice to Grantor (or any of them if more than one) at any address which Grantor may have given Lender by written notice as provided in this paragraph. In the event that there is more than one Grantor under this Agreement, notice to a single Grantor shall be considered as notice to all Grantors. To give Lender any notice under this Agreement, Grantor (or any Grantor) shall mail the notice to Lender by registered or certified mail at the address specified in this Agreement, or at any other address that Lender may have given to Grantor (or any Grantor) by written notice as provided in this paragraph. All notices required or permitted under this Agreement must be in writing and will be considered as given on the day it is delivered by hand or deposited in the U.S. Mail, by registered or certified mail to the address specified in this Agreement.

**Power of Attorney.** Grantor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact, such power of attorney being coupled with an interest, with full power of substitution to do the following in the place and stead of Grantor and in the name of Grantor: (a) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and, in the place and stead of Grantor, to execute and deliver its release and settlement for the claims; and (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

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

**Successors and Assigns Bound; Solitary Liability.** Grantor's obligations and agreements under this Agreement shall be binding upon Grantor's successors, heirs, legatees, devisees, administrators, executors and assigns. In the event that there is more than one Grantor under this Agreement, all of the agreements and obligations made and/or incurred by Grantors under this Agreement shall be on a "solitary" or "joint and several" basis.

**Waiver of Homestead Exemption.** Grantor hereby waives and renounces any and all homestead exemptions and other rights and all other exemptions from seizure and/or sale accorded Grantor by or arising under the Constitution or laws of the State of Louisiana.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT, AND GRANTOR AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 21, 2000.

GRANTOR:

X   
MARY Z. LANDRIEU

