

**Foreclosure Rights Under Collateral Mortgages:** To the extent that any of the Collateral consists of one or more Collateral Mortgage Notes, I agree that you have the right following default under any of the secured Indebtedness to commence an appropriate Louisiana executory process foreclosure proceeding, and to have the mortgaged property immediately seized and sold with or without appraisal, in regular session of court or in vacation, in accordance with applicable Louisiana law, without the necessity of further demanding payment from me or of notifying me or placing me in default. For purposes of foreclosure under Louisiana executory process procedures, I confess judgment and acknowledge to be indebted in your favor up to the full amount of the Indebtedness, in principal, interest, late charges, attorney's fees and other fees and charges, and all other amounts secured under this Agreement. To the extent permitted under applicable Louisiana law, I additionally waive: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

**Transfer of Collateral:** I further agree that you may additionally transfer any of the Indebtedness to a third party assignee or transferee and deliver any Collateral to the party to whom the Indebtedness is transferred, in which case you will be fully released from any and all liability and responsibility to me with regard to the transferred Collateral. The party to whom the Collateral is transferred will acquire all of your powers and rights with respect to the transferred Collateral and be considered a secured party under this Agreement, but you will retain all powers and rights with regard to any Collateral which is not transferred to another party.

**Additional Agreements:** I may have previously executed one or more pledge or security agreements in your favor under which I may have granted you a security interest in the same Collateral that is subject to this Agreement. I may also execute additional security agreements in your favor in the future under which I may again grant you a security interest in the same Collateral. Each of my pledges and security agreements is and will remain in full force and effect until otherwise canceled by you and my execution of any additional or subsequent pledge or security agreement shall not be construed as a repledge, of my Collateral so as to result in any type of reprioritization of your security interest.

**Waiver of Rights.** If I should ever make a payment on, or if any of my Collateral or other property is ever used to pay, a loan or other obligation to you of a company as to which I am or may at any time be an "insider" within the context of the Bankruptcy Code, I hereby waive any rights that I may have to collect from or be reimbursed by such a company or