



OBERMAYER

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FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

APR 24 A 11:28

April 22, 2008

FEDERAL EXPRESS

Alva DeJarnett-Miller
Office of General Counsel
Federal Election Commission
999 E Street, NW
Washington, DC 20463

**RE: RESPONSE OF LOU BARLETTA FOR CONGRESS AND
FRANCIS J. BARLETTA, TREASURER TO COMPLAINT OF
THE DEMOCRATIC CONGRESSIONAL COMMITTEE**

MUR 5986

Dear Ms. DeJarnett-Miller:

I am enclosing the Response of Lou Barletta for Congress and Francis J. Barletta, Treasurer to Complaint of the Democratic Congressional Committee, MUR 5986, together with two statements of designation of counsel: one (1) for Lou Barletta for Congress Committee and one (1) for Francis J. Barletta, the Treasurer of the Committee.

Kindly accept these documents for filing in connection with the above-referenced matter. I would also appreciate it if you would acknowledge receipt of the enclosures by dating and signing a copy of this letter and the copy of the Response and each designation of counsel that are enclosed and returning them to the me in the stamped, self-addressed envelope provided for your convenience.

The Response is due on April 24, 2008. Thank you.

Very truly yours,

LAWRENCE J. TABAS

cc: Francis J. Barletta

Over a Century of Solutions

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FEDERAL ELECTION COMMISSION
999 E Street, NW
Washington, DC 20463

STATEMENT OF DESIGNATION OF COUNSEL
Please use one form for each Respondent/Client
FAX (202) 219-3923

MUR # 5986

NAME OF COUNSEL: LAWRENCE J. TABAS

FIRM: OBERMAYER REBMANN MAXWELL & HIPPEL LLP

ADDRESS: ONE PENN CENTER, 19TH FLOOR
PHILADELPHIA, PA 19103

TELEPHONE- OFFICE (215) 665-3158

FAX (215) 665-3165

The above-named individual and/or firm is hereby designated as my
 counsel and is authorized to receive any notifications and other communications
 from the Commission and to act on my behalf before the Commission.

4-18-08
 Date

Lawrence J. Barletta
 Respondent/ Client Signature

TREASURER
 Title

RESPONDENT/CLIENT LOU BARLETTA FOR CONGRESS
 (Please Print)

MAILING ADDRESS: 1529 TERRACE BLVD.
HAZELTON, PA. 18201

TELEPHONE- HOME (570) 459-2755

BUSINESS (570) 455-1200

Information is being sought as part of an investigation being conducted by the Federal
 Election Commission and the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) apply.
 This notion prohibits making public any investigation conducted by the Federal Election
 Commission without the express written consent of the person under investigation

Rev. 2006

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999 E Street, NW
Washington, DC 20463

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 OFFICE OF GENERAL
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MUR # 5986

NAME OF COUNSEL: LAWRENCE J. TABAS

FIRM: OBERMAYER REBMANN MAXWELL & HIPPEL LLP

ADDRESS: ONE PENN CENTER, 19TH FLOOR
PHILADELPHIA, PA 19103

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FAX (215) 665-3165

The above-named individual and/or firm is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

4-18-08
 Date

Francis J. Barletta
 Respondent/ Client Signature

TREASURER
 Title

RESPONDENT/CLIENT FRANCIS J. BARLETTA, TREASURER
 (Please Print)

MAILING ADDRESS: 1529 TERRACE BLVD.
HAZELTON, PA. 18201

TELEPHONE- HOME (570) 459-2755

BUSINESS (570) 455-1200

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Rev. 2006

Office of General Counsel
Federal Election Commission
Attn: Alva DeJarnett-Miller
999 E Street, NW
Washington, DC 20463

**RESPONSE OF LOU BARLETTA FOR CONGRESS
AND FRANCIS J. BARLETTA, TREASURER
TO COMPLAINT OF THE DEMOCRATIC CONGRESSIONAL COMMITTEE
MUR 5986**

Lou Barletta for Congress (the "Committee") and Francis J. Barletta, Treasurer (collectively, "Respondents") hereby respond to the complaint filed by the Democratic Congressional Campaign Committee ("DCCC") referenced in MUR 5986:

1. The DCCC complaint relates to the Lou Barletta for Congress committee organized and registered as the candidate authorized committee for the 2002 campaign of Lou Barletta for Congress from Pennsylvania's 11th District.

2. Contrary to the assertions of the DCCC in its complaint, the loan of Legacy Bank in the amount of \$65,000.00, originally incurred on December 18, 2002, meets the requirements of 11 C.F.R. §100.142¹.

3. The Loan was reported by the Committee in Schedule C-1 [Loans and Lines of Credit from Lending Institutions] filed with the Federal Election Commission ("FEC"), dated 1/31/2003, a copy of which is attached hereto and incorporated herein as Exhibit "A". Attached to the Schedule C-1 filings of the Committee referencing the Loan are the fully executed loan agreements. These documents are available from FEC's public online filings, and the DCCC either failed to review them or if it did, it has willfully ignored them in making its unwarranted allegations in its complaint.

4. The Loan meets the requirements of §100.142, as follows:

- a. The written loan documents attached to the Schedule C-1 filings show that interest rate was the Wall Street Journal Prime plus 1.0%, which was 5.25% when the Loan was first issued.
- b. The Loan was made on a basis that assures repayment. The Loan is documented in a Commercial Loan Agreement made to Louis and Mary Grace Barletta, as fully referenced in the attachments to the Schedule C-1. The Bank's regular form loan agreements executed by the Barlettas are attached to the Schedule C-1 filed on 1/31/03. The Schedule C-1 furthers discloses that commercial real estate with a value of \$800,000.00 was pledged

¹ Hereinafter, all section references, unless otherwise noted refer to Title 11 of the C.F.R.

as collateral for the Loan. In addition, the Schedule C-1 indicates that there are other parties [Louis and Mary Grace Barletta] also liable for the Loan.

- c. Written bank loan agreements are attached to the Schedule C-1 filings – see Exhibit “A”.
- d. The Loan’s maturity date as referenced on the Commercial Loan Agreement, attached to the Schedule C-1 is: “Payable on Demand.”

5. Contrary to the assertions of the DCCC, this was not an unsecured loan to a dormant political committee. The Loan was made by the Bank to the candidate and his wife, and they pledged commercial real estate with a value far in excess of the amount of the Loan as collateral. The candidate lent the proceeds of the Loan to his Committee to pay debts of the Committee, which is permitted by law. The Loan was reported to the FEC as if it were made directly to the Committee, as required by law. See Schedule C-1. The interest rate of the loan was a commercially reasonable rate for a credit of this nature at the time the Loan was made; and the interest rate was an adjustable floating rate. The DCCC’s allegations that the Respondents filed false reports are completely without merit and were recklessly made with the intent to gain an improper advantage on behalf of a congressional candidate the DCCC is supporting in a current election campaign.

6. On December 9, 2003, the FEC contacted Respondents indicating that the Loan disclosure of Schedule C-1 needed to be filed by the Committee. The Respondents promptly complied with this request. The FEC took no further action indicating to Respondents that they were in full compliance.

7. As the public filings with the FEC indicate that the Loan and the facts have been fully disclosed, the DCCC is engaging in a reckless disregard for the facts and the evidence in its complaint. The conduct of the DCCC violates the sworn oath under which it filed the Complaint. The DCCC should be investigated for filing an improper complaint under oath with the FEC.

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The Respondents request and reserve the right to supplement this Response as necessary and appropriate.

Respectfully submitted,

Francis J. Barletta, Treasurer

Lou Barletta for Congress

By: Francis J. Barletta
Francis J. Barletta, Treasurer

Date: 4-21-08

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SCHEDULE C-1 (FEC Form 3)
LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Supplementary or
 Information found on
 Page ___ of Schedule C

Federal Election Commission, Washington, D.C. 20463

NAME OF COMMITTEE (In Full) <i>Barletta for Congress</i>	FEC IDENTIFICATION NUMBER <i>000376004</i>
-------------------------------------------------------------	-----------------------------------------------

LENDING INSTITUTION (LENDER) Full Name <i>Legacy Bank</i>	Amount of Loan <i>10000000</i>	Interest Rate (APR) <i>5.25%</i>
Mailing Address <i>1 S. Church St. 101 Renaissance Center</i>	Date Incurred or Established <i>12 18 2002</i>	Date Due <i>01 25 2003</i>
City <i>Hazleton</i> State <i>PA</i> Zip Code <i>18201</i>		

A. Has loan been restructured? No Yes If yes, date originally incurred

B. If line of credit, Amount of this Draw: *6500000* Total Outstanding Balance: *6500000*

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: *commercial real estate.*

What is the value of this collateral?
8,000,000.00

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:

What is the estimated value?

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(B) and 100.8(b)(12)(B).

Date account established: _____ Location of account: _____
 Address: _____
 City, State, Zip: _____

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 _____ DATE _____
 Signature _____

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

- 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.
- 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.
- 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 for the at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE
 Typed Name *Joseph M. DeBias* DATE *01 31 2003*
 Signature *Joseph M. DeBias* Title *President*

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LOAN NUMBER	LOAN MAKE	ACCT. NUMBER	AGREEMENT DATE	INITIALS
1000-78300	Louis J. Barletta		10/31/02	JMD
CREDIT LIMIT	INDEX (w/Margin)	INITIAL RATE	MATURITY DATE	LOAN PURPOSE
\$275,000.00	Wall Street Journal Prime plus 0.500%	5.250%	Indefinite	Consumer
TRANS. ACCT. NUMBER	DRAW PERIOD	REPAYMT. PERIOD	PAYMENT DATE	BILLING CYCLE
-Not Applicable	120 Months	Not Applicable Creditor Use Only	The 25th day of every month.	Monthly

HOME EQUITY LINE OF CREDIT CONSUMER OPEN-END AGREEMENT

DATE AND PARTIES. The date of this Home Equity Line of Credit Agreement (Agreement) is October 31, 2002. The parties and their addresses are:

LENDER:

THE LEGACY BANK OF HARRISBURG
2800 Commerce Drive
Harrisburg, Pennsylvania 17110
Telephone: (800) 436-2124

BORROWER:

LOUIS J. BARLETTA
1528 Terrace Blvd.
Hazleton, Pennsylvania 18201

MARY GRACE BARLETTA
1528 Terrace Blvd.
Hazleton, Pennsylvania 18201

1. DEFINITIONS. As used in this Agreement, the terms have the following meanings.

- A. **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers signing this Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this Agreement. "You" and "your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Line of Credit.
- B. **Agreement.** Agreement refers to this Home Equity Line of Credit Agreement, and any extensions, renewals, modifications and substitutions of it.
- C. **Line of Credit.** Line of Credit refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Agreement.
- D. **Loan Account Balance.** Loan Account Balance means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges consisting of accrued interest and certain fees and charges, credit insurance premiums that are due, and other amounts advanced to me or others under the terms of this Agreement.
- E. **Billing Cycle.** Billing Cycle means the interval between the days or dates of regular periodic statements. My Billing Cycle is Monthly. My Billing Cycle ends the 15th day of every month.
- F. **Credit Limit.** Credit Limit means the maximum amount of the principal you will permit me to owe you under this Line of Credit, at any one time.
- G. **Property.** Property means any property, real, personal or intangible, that secures my performance of the obligations of this Line of Credit.

Other important terms are defined throughout this Agreement.

2. TAX DEDUCTIBILITY. I should consult a tax advisor regarding the deductibility of interest and charges under this Line of Credit.

3. PROMISE TO PAY. For value received, I promise to pay to you or your order, at your address, or at such other location as you may designate, the principal amount of \$275,000.00 (Credit Limit), or so much of the Credit Limit as may be advanced from time to time under the terms of this Agreement, plus costs, expenses and interest accruing as described in this Agreement until this Agreement matures or this obligation is accelerated.

- A. **Agreement Term.** I may request advances from Agreement Date until the Agreement is terminated.
- B. **Advances.** I can request advances by the following methods:
 - (1) I write a check or a share draft.
 - (2) I request a withdrawal in person.
 - (3) I request a withdrawal by phone.
 - (4) I request a withdrawal by mail.
 - (5) I authorize you to make a payment to a third person or another account.
- C. **Advance Limitations.** Requests for, and access to, advances are subject to the following limitations.
 - (1) **Advance Amount.** When I request an advance, you will, subject to the limitations contained in this Agreement, advance exactly the amount I request. You will make the advance by one of the methods described in the Advances section. You will record the amount as an advance and increase my Loan Account Balance.
 - (2) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than my Credit Limit. You may, at your option, grant such a request without obligating yourselves to do so in the future.

4. COMPUTATION OF FINANCE CHARGES. Finance charges begin to accrue immediately when you make an advance to me. To figure a portion of the finance charge for a Billing Cycle, a daily periodic rate is multiplied by the Principal Balance of my Loan Account Balance each day. To figure the Principal Balance for each day, you first take my Loan Account Balance at the beginning of each day and subtract any unpaid finance charges and credit insurance premiums (if any) that are

Louis J. Barletta
Consumer Open-End Agreement
PA/4LoanAdmin00800000003857020103102N

Initials 

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LOAN NUMBER	LOAN NAME	ACCT. NUMBER	AGREEMENT DATE	INITIALS
1000-83120	Louis J. Barletta		12/18/02	JMD
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$100,000.00	Wall Street Journal Prime plus 1.000%	5.25%	Payable on Demand	Commercial
Creditor Use Only				

COMMERCIAL LOAN AGREEMENT

Revolving Draw Loan

DATE AND PARTIES. The date of this Commercial Loan Agreement (Agreement) is December 18, 2002. The parties and their addresses are as follows:

LENDER:

THE LEGACY BANK OF HARRISBURG
2800 Commerce Drive
Harrisburg, Pennsylvania 17110

BORROWER:

LOUIS J. BARLETTA
1528 Terrace Blvd.
Hazleton, Pennsylvania 18201

MARY GRACE BARLETTA
1528 Terrace Blvd.
Hazleton, Pennsylvania 18201

1. DEFINITIONS. For the purposes of this Agreement, the following terms have the following meanings.

- A. Accounting Terms.** In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.
- B. Insiders.** Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.
- C. Loan.** The Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- D. Pronouns.** The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually or together, and their heirs, successors and assigns. "You" and "your" refers to the Loan's lender, any participants or syndicators, or any person or company that acquires an interest in the Loan and their successors and assigns.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

2. ADVANCES. Advances under this Agreement are made according to the following terms and conditions.

- A. Multiple Advances - Revolving.** In accordance with the terms of this Agreement and other Loan documents, you will provide me with a revolving draw note and the maximum outstanding principal balance will not exceed \$100,000.00 (Principal).
- B. Requests for Advances.** My requests are a warranty that I am in compliance with all the Loan documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- (1) I make a request in person.
- (2) I make a request by phone.
- (3) I make a request by mail.

C. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) **Discretionary Advances.** You will make all Loan advances at your sole discretion.
- (2) **Advance Amount.** Subject to the terms and conditions contained in this Agreement, advances will be made in exactly the amount I request.
- (3) **Cut-Off Time.** Requests for an advance received before 02:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
- (4) **Disbursement of Advances.** On my fulfillment of this Agreement's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (5) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future.
- (6) **Records.** Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

D. Conditions. I will satisfy all of the following conditions before you either issue any promissory notes or make any advances under this Agreement.

- (1) **No Default.** There has not been a default under this Agreement or other Loan documents nor would a default result from making the Loan or any advance.

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- (2) Information. You have received all documents, information, certifications and warranties as you may need all property associated, if appropriate, on forms acceptable to you. This includes, but is not limited to, the documents and other items listed in the Loan Checklist Report which is hereby incorporated by reference into this Agreement.
- (3) Inspections. You have made all inspections that you consider necessary and are satisfied with this inspection.
- (4) Conditions and Covenants. I will have performed and complied with all conditions required for an advance and all covenants in this Agreement and any other Loan documents.
- (5) Warranties and Representations. The warranties and representations contained in this Agreement are true and correct at the time of making the requested advance.
- (6) Financial Statements. My most recent financial statements and other financial reports, delivered to you, are current, complete, true and accurate in all material respects and fairly represent my financial condition.
- (7) Bankruptcy Proceedings. No proceeding under the United States Bankruptcy Code has been commenced by or against me or any of my affiliates.

E. Additional Conditions. All draws and/or advances must be requested in writing via fax or in person and are subject to a 24 hour processing period.

DEMAND. I agree to fully repay the Loan on demand.

WARRANTIES AND REPRESENTATIONS. I represent and warrant that I have the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing me or to which I am a party.

- A. Loan Purpose. This Loan is for Commercial purposes.
- B. No Other Liens. I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing.
- C. Compliance With Laws. I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.
- D. Legal Disputes. There are no pending or threatened lawsuits, arbitrations or other proceedings against me or my property that singly or together may materially and adversely affect my property, operations, financial condition, or business.
- E. Adverse Agreements. I am not a party to, nor am I bound by, any agreement that is now or is likely to become materially adverse to my business, Property or operations.
- F. Other Claims. There are no outstanding claims or rights that would conflict with the execution, delivery or performance by me of the terms and conditions of this Agreement or the other Loan documents. No outstanding claims or rights exist that may result in a lien on the Property, the Property's proceeds and the proceeds of proceeds, except liens that were disclosed to and agreed to by you in writing.
- G. Solvency. I am able to pay my debts as they mature, my assets exceed my liabilities and I have sufficient capital for my current and planned business and other activities. I will not become insolvent by the execution or performance of this Loan.

FINANCIAL STATEMENTS. I will prepare and maintain my financial records using consistently applied generally accepted accounting principles then in effect. I will provide you with financial information in a form that you accept and under the following terms.

- A. Certifications. I represent and warrant that any financial statements that I provide you fairly represents my financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of my direct or contingent liabilities and there has been no material adverse change in my financial condition, operations or business since the date the financial information was prepared.
- B. Frequency. Annually, I will provide to you my financial statements, tax returns, annual internal audit reports or those prepared by independent accountants as soon as available or at least within 90 days after the close of each of my fiscal years. Any annual financial statements that I provide you will be compiled statements.
- C. SEC Reports. I will provide you with true and correct copies of all reports, notices or statements that I provide to the Securities and Exchange Commission, any securities exchange or my stockholders, owners, or the holders of any material indebtedness as soon as available or at least within 90 days after issuance.
- D. Requested Information. I will provide you with any other information about my operations, financial affairs and condition within 30 days after your request.

COVENANTS. Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.

- A. Participation. I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.
- B. Inspection. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following:
 - (1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.
 - (2) You may discuss my affairs, finances and business with any one who claims to be my creditor.
 - (3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

- C. Business Requirements. I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.
- D. Compliance with Laws. I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

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12. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

13. SIGNATURES. By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

BORROWER:

[Signature] (Seal)
Mary Grace Barletta
[Signature] (Seal)
Mary Grace Barletta

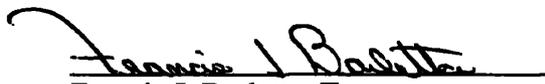
28190280557

AAA

VERIFICATION

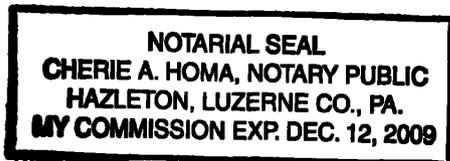
I, Francis J. Barletta, Treasurer of the Lou Barletta for Congress committee, on behalf of the Committee and myself as Treasurer, do hereby state that the statements in the foregoing Response of the Lou Barletta for Congress Committee and Francis J. Barletta, Treasurer, relating to MUR 5986, are true and correct to the best of my knowledge information and belief.

Date: 4-21-08


Francis J. Barletta, Treasurer

Notary





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