
Whitney Holding Corp. Electronic EDGAR Proof

Job Number:	-NOT DEFINED-
Filer:	-NOT DEFINED-
Form Type:	10-K
Reporting Period / Event Date:	12/31/07
Customer Service Representative:	-NOT DEFINED-
Revision Number:	-NOT DEFINED-

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Submission Type	10-K
Live File	on
Return Copy	on
Submission Contact	Catherine Root
Submission Contact Phone Number	504-299-5031
Exchange	NASD
Confirming Copy	off
Filer CIK	0000106926
Filer CCC	xxxxxxxx
Period of Report	12/31/07
Shell Company	No
Voluntary Filer	No
Well-Known Seasoned Issuer	No
Notify via Filing website Only	off
Emails	caroot@whitneybank.com

Documents

10-K	whc10k.htm
	Whitney Holding Corp Form 10-K
EX-23	ex23.htm
	Exhibit 23 - Consent
EX-31.1	ex311.htm
	Exhibit 31.1 - CEO Certification
EX-31.2	ex312.htm
	Exhibit 31.2 - CFO Certification
EX-32	ex32.htm
	Exhibit 32 - CEO & CFO Certification
EX-10.1	ex10-1.htm
	Exhibit 10.1 - Amended and Restated Executive Agreement
EX-10.2	ex10-2.htm
	Exhibit 10.2 - Amended and Restated Officer Agreement
EX-10.6	ex10-6.htm
	Exhibit 10.6 - Amendment to 2007 Long-Term Compensation Plan
EX-10.10	ex10-10.htm
	Exhibit 10.10 - Performance-Based Restricted Stock Unit Agreement
EX-10.14	ex10-14.htm
	Exhibit 10.14 - Notice and Acceptance of Stock Option Grant
EX-10.17	ex10-17.htm
	Exhibit 10.17 - Amended and Restated Directors' Compensation Plan
EX-10.18	ex10-18.htm
	Exhibit 10.18 - Amended and Restated Retirement Restoration Plan
EX-10.19	ex10-19.htm
	Exhibit 10.19 - Amended and Restated Executive Incentive Compensation Plan
EX-10.20	ex10-20.htm
	Exhibit 10.20 - Amended and Restated Deferred Compensation Plan

EX-12

ex12.htm

Exhibit 12 - Statement Regarding Computation of Earnings to Fixed Charges

GRAPHIC

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Module and Segment References

SEC EDGAR XFDL Submission Header

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2007 Commission file number 0-1026

WHITNEY HOLDING CORPORATION

(Exact name of registrant as specified in its charter)

Louisiana
(State of incorporation)

72-6017893
(I.R.S. Employer Identification No.)

228 St. Charles Avenue
New Orleans, Louisiana 70130
(Address of principal executive offices)

(504) 586-7272
(Registrant's telephone number)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

<u>Title of Each Class</u>	<u>Name of Exchange on Which Registered</u>
Common Stock, no par value	Nasdaq Global Select Market

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ___

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer ___ Non-accelerated filer ___ Smaller reporting company ___

Indicate by check mark if the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of December 31, 2007, the aggregate market value of the registrant's common stock (all shares are voting shares) held by nonaffiliates was approximately \$1.88 billion (based on the closing price of the stock on June 30, 2007).

At February 28, 2008, 64,753,309 shares of the registrant's no par value common stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Certain specifically identified parts of the registrant's Proxy Statement for the 2008 Annual Meeting of Shareholders to be filed with the Securities and Exchange Commission are incorporated by reference into Part III of this Form 10-K.

WHITNEY HOLDING CORPORATION

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PART I

Item 1: BUSINESS

ORGANIZATION AND RECENT DEVELOPMENTS

Whitney Holding Corporation (the Company or Whitney) is a Louisiana corporation that is registered as a bank holding company under the Bank Holding Company Act of 1956, as amended (BHCA). The Company began operations in 1962 as the parent of Whitney National Bank (the Bank). The Bank is a national banking association headquartered in New Orleans, Louisiana, that has been in continuous operation in the greater New Orleans area since 1883. The Company has at times operated as a multi-bank holding company when it established new entities in connection with business acquisitions. The Company has merged all banking operations into the Bank and intends to continue merging the operations of future acquisitions at the earliest possible dates.

During 2007, Whitney completed its acquisition of Signature Financial Holdings, Inc. (Signature), headquartered in St. Petersburg, Florida, the parent of Signature Bank. Signature Bank operated seven banking centers in the Tampa Bay metropolitan area. Since early 1994, Whitney has acquired 20 separate banking operations involving over \$3.7 billion of assets, with the more recent strategic focus on banks in faster-growing markets such as those in certain parts of Florida and Texas. The Company will continue to seek opportunities to leverage its current operations through acquisitions that expand existing market share or provide it access to new parts of its market area with attractive deposit bases and economic fundamentals.

NATURE OF BUSINESS AND MARKETS

The Company, through the Bank, engages in community banking and serves a market area that covers the five-state Gulf Coast region stretching from Houston, Texas, across southern Louisiana and the coastal region of Mississippi, to central and south Alabama, the western panhandle of Florida, and to the Tampa Bay metropolitan area of Florida. The Bank also maintains a foreign branch on Grand Cayman in the British West Indies.

The Bank provides a broad range of community banking services to commercial, small business and retail customers, offering a variety of transaction and savings deposit products, treasury management services, secured and unsecured loan products, including revolving credit facilities, and letters of credit and similar financial guarantees. The Bank also provides trust and investment management services to retirement plans, corporations and individuals and, together with its subsidiary, Whitney Securities, L.L.C., offers investment brokerage services and annuity products. Southern Coastal Insurance Agency, Inc., another Bank subsidiary, currently offers personal and business lines of insurance to customers mainly in northwest Florida.

The Company also owns Whitney Community Development Corporation (WCDC). WCDC was formed to provide financial support to corporations or projects that promote community welfare in areas with mainly low or moderate incomes. WCDC's main activity has been to provide financing for the development of affordable housing.

THE BANK

All material funds of the Company are invested in the Bank. The Bank has a large number of customer relationships that have been developed over a period of many years. The loss of any single customer or a few customers would not have a material adverse effect on the Bank or the Company. The Bank has customers in a number of foreign countries, however, the revenue derived from these foreign customers is not a material portion of its overall revenues.

COMPETITION

There is significant competition within the financial services industry in general as well as with respect to the particular financial services provided by the Company and the Bank. Within its market, the Bank competes directly with major banking institutions of comparable or larger size and resources, as well as with various other smaller banking organizations. The Bank also has numerous local and national nonbank competitors, including savings and loan associations, credit unions, mortgage companies, personal and commercial finance companies, investment brokerage and financial advisory firms, and mutual fund companies. Entities that deliver financial services and access to financial products and transactions exclusively through the Internet are another source of competition. Technological advances have allowed the Bank and other financial institutions to provide electronic and Internet-based services that enhance the value of traditional financial products. Continued consolidation within the financial services industry will most likely change the nature and intensity of competition that Whitney faces, but can also create opportunities for Whitney to demonstrate and exploit competitive advantages.

The participants in the financial services industry are subject to varying degrees of regulation and governmental supervision. The following section summarizes certain important aspects of the supervision and regulation of banks and bank holding companies. Some of Whitney's competitors that are not banks or bank holding companies may be subject to less regulation than the Company and the Bank, and this may give them a competitive advantage. The current system of laws and regulations can change over time and this would influence the competitive positions of the participants in the financial services industry. We cannot predict whether these changes will be favorable or unfavorable to the Company and the Bank.

SUPERVISION AND REGULATION

The Company and the Bank are subject to comprehensive supervision and regulation that affect virtually all aspects of their operations. This supervision and regulation is primarily designed to protect depositors and the Bank, and not the Company or its shareholders. The following summarizes certain of the more important statutory and regulatory provisions.

Supervisory Authorities

Whitney is a bank holding company, registered with and regulated by the Federal Reserve Board (FRB). The Bank is a national bank and, as such, is subject to supervision, regulation and examination by the Office of the Comptroller of the Currency (OCC) and secondarily by the Federal Deposit Insurance Corporation (FDIC). Ongoing supervision is provided through regular examinations by the OCC and FRB and other means that allow the regulators to gauge management's ability to identify, assess and control risk in all areas of operations in a safe and sound manner and to ensure compliance with laws and regulations. As a result, the scope of routine examinations of the Company and the Bank is rather extensive. To facilitate supervision, the Company and the Bank are required to file periodic reports with the regulatory agencies, and much of this information is made available to the public by the agencies.

Capital

The FRB and the OCC require that the Company and the Bank meet certain minimum ratios of capital to assets in order to conduct their activities. Two measures of regulatory capital are used in calculating these ratios – Tier 1 Capital and Total Capital. Tier 1 Capital generally includes common equity, retained earnings, a limited amount of qualifying preferred stock, and qualifying minority interests in consolidated subsidiaries, reduced by goodwill and certain other intangible assets, such as core deposit intangibles, and certain other assets. Total Capital generally consists of Tier 1 Capital plus the allowance for loan losses, preferred stock that did not qualify as Tier 1 Capital, certain types of subordinated debt and a limited amount of other items.

The Tier 1 Capital ratio and the Total Capital ratio are calculated against an asset total weighted for risk. Certain assets, such as cash and U. S. Treasury securities, have a zero risk weighting. Others, such as commercial and consumer loans, often have a 100% risk weighting. Assets also include amounts that represent the potential funding of off-balance sheet obligations such as loan commitments and letters of credit. These potential assets are assigned to risk categories in the same manner as funded assets. The total assets in each category are multiplied by the appropriate risk weighting to determine risk-adjusted assets for the capital calculations. The leverage ratio also provides a measure of the adequacy of Tier 1 Capital, but assets are not risk-weighted for this calculation. Assets deducted from regulatory capital, such as goodwill and other intangible assets, are also excluded from the asset base used to calculate capital ratios. The minimum capital ratios for both the Company and the Bank are generally 8% for Total Capital, 4% for Tier 1 Capital and 4% for leverage.

To be eligible to be classified as “well-capitalized,” the Bank must generally maintain a Total Capital ratio of 10% or greater, a Tier 1 Capital ratio of 6% or greater, and a leverage ratio of 5% or more. If an institution fails to remain well-capitalized, it will be subject to a series of restrictions that increase as the capital condition worsens. For instance, federal law generally prohibits a depository institution from making any capital distribution, including the payment of a dividend or paying any management fee to its holding company, if the depository institution would be undercapitalized as a result. Undercapitalized depository institutions may not accept brokered deposits absent a waiver from the FDIC, are subject to growth limitations, and must submit a capital restoration plan that is guaranteed by the institution’s parent holding company. Significantly undercapitalized depository institutions may be subject to a number of requirements and restrictions, including orders to sell sufficient voting stock to become adequately capitalized, requirements to reduce total assets, and cessation of receipt of deposits from correspondent banks. Critically undercapitalized institutions are subject to the appointment of a receiver or conservator.

The capital ratios for both the Company and the Bank exceed the required minimums, and the capital ratios for the Bank make it eligible for classification as “well-capitalized” under current regulatory criteria.

The federal bank regulatory authorities recently adopted risk-based capital rules known as “Basel II” which impose complex requirements on the largest U.S. banking organizations with more than \$250 billion in assets or more than \$10 billion in foreign exposures. Regulators have also proposed “Basel 1A” whose goal is to make the capital rules to which the Company and the Bank are subject more risk sensitive, without creating a system that is too complex and expensive. An adoption or effective date for Basel 1A rules is uncertain at this time.

FDICIA and Prompt Corrective Action

The Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA) established a “prompt corrective action” program in which every depository institution is placed in one of five regulatory categories, depending primarily on its regulatory capital levels. The FDIC and the other federal banking regulators are permitted to take increasingly harsh action as a bank’s capital position or financial condition declines. Regulators are also empowered to place in receivership or require the sale of a bank to another depository institution when a bank’s leverage ratio reaches two percent. Better capitalized institutions are generally subject to less onerous regulation and supervision than banks with lesser amounts of capital. The regulations also establish procedures for “downgrading” an institution to a lower capital category based on supervisory factors other than capital, such as when the regulatory agency finds that the institution is engaging in an unsafe or unsound practice.

Expansion and Activity Limitations

With prior regulatory approval, Whitney may acquire other banks or bank holding companies and the Bank may merge with other banks. Acquisitions of banks domiciled in states other than Louisiana may be subject to certain restrictions, including restrictions related to the percentage of deposits that the resulting bank may hold in that state and nationally and the number of years that the bank to be acquired must have been operating. Whitney may also engage in or acquire an interest in a company that engages in activities that the FRB has determined by regulation or order to be so closely related to banking as to be a proper incident to banking activities. The FRB normally requires some form of notice or application to engage in or acquire companies engaged in such activities. Under the BHCA, Whitney is generally prohibited from engaging in or acquiring direct or indirect control of more than 5% of the voting shares of any company engaged in activities other than those referred to above.

Under the Gramm-Leach-Bliley Act (GLB Act), adopted in 1999, bank holding companies that are well-capitalized and well-managed and meet other conditions can elect to become financial holding companies. As financial holding companies, they and their subsidiaries are permitted to acquire or engage in certain activities that were not previously permitted for bank holding companies. These activities include insurance underwriting, securities underwriting and distribution, travel agency activities, broad insurance agency activities, merchant banking, and other activities that the FRB determines to be financial in nature or complementary to these activities. Whitney has not elected to become a financial holding company, but may elect to do so in the future. The GLB Act also permits well-capitalized and well-managed banks to establish financial subsidiaries that may engage in activities not previously permitted for banks. The Bank has established two financial subsidiaries for insurance agency activities.

Support of Subsidiary Banks by Holding Companies

Under current FRB policy, Whitney is expected to act as a source of financial strength for the Bank and to commit resources to support the Bank in circumstances where it might not do so absent such a policy. In addition, any loans by a bank holding company to a subsidiary bank are subordinate in right of payment to depositors and certain other indebtedness of the subsidiary bank. In the event of a bank holding company's bankruptcy, any commitment by the bank holding company to a federal bank regulatory agency to maintain the capital of a subsidiary bank at a certain level would be assumed by the bankruptcy trustee and entitled to priority of payment.

Limitations on Acquisitions of Bank Holding Companies

As a general proposition, other companies seeking to acquire control of a bank holding company such as Whitney would require the approval of the FRB under the BHCA. In addition, individuals or groups of individuals seeking to acquire control of a bank holding company would need to file a prior notice with the FRB (which the FRB may disapprove under certain circumstances) under the Change in Bank Control Act. Control is conclusively presumed to exist if an individual or company acquires 25% or more of any class of voting securities of the bank holding company. Control may exist under the Change in Bank Control Act if the individual or group of individuals acquires 10% or more of any class of voting securities of the bank holding company. A company may be presumed to have control under the BHCA if it acquires 5% or more of any class of voting securities of the bank holding company.

Deposit Insurance

The Bank is a member of the FDIC, and its deposits are insured by the FDIC up to the amount permitted by law. The Bank is thus subject to FDIC deposit insurance premium assessments. In November 2006, the FDIC adopted final regulations that set the deposit insurance assessment rates that took effect in 2007. The FDIC uses a risk-based assessment system that assigns insured depository institutions to one of four risk categories based on three primary sources of information – supervisory risk ratings for all institutions, financial ratios for most institutions, and long-term debt issuer ratings for large institutions that have such ratings. The new premium rate structure imposes a minimum assessment of from five to seven cents for every \$100 of domestic deposits on institutions that are assigned to the lowest risk category. This category currently encompasses substantially all insured institutions, including the Bank. A one-time assessment credit was available to offset 100% of the 2007 assessment. The \$1.6 million remaining credit can be used to offset up to 90% of subsequent annual assessments through 2010, but it should be fully used in 2008. For institutions assigned to higher risk categories, the premiums that took effect in 2007 ranged from ten cents to forty-three cents per \$100 of deposits.

The FDIC also collects a deposit-based assessment from insured financial institutions on behalf of The Financing Corporation (FICO). The funds from these assessments are used to service debt issued by FICO in its capacity as a financial vehicle for the Federal Savings & Loan Insurance Corporation. The FICO assessment rate is set quarterly and in 2007 ranged from 1.22 cents to 1.14 cents per \$100 of assessable deposits.

Other Statutes and Regulations

The Company and the Bank are subject to a myriad of other statutes and regulations affecting their activities. Some of the more important are:

Anti-Money Laundering. Financial institutions must maintain anti-money laundering programs that include established internal policies, procedures, and controls; a designated compliance officer; an ongoing employee training program; and testing of the program by an independent audit function. The Company and the Bank are also prohibited from entering into specified financial transactions and account relationships and must meet enhanced standards for due diligence and customer identification in their dealings with foreign financial institutions and foreign customers. Financial institutions must take reasonable steps to conduct enhanced scrutiny of account relationships to guard against money laundering and to report any suspicious transactions, and law enforcement authorities have been granted increased access to financial information maintained by banks. Anti-money laundering obligations have been substantially strengthened as a result of the USA Patriot Act, enacted in 2001 and renewed in 2006. Bank regulators routinely examine institutions for compliance with these obligations and they must consider an institution's compliance in connection with the regulatory review of applications. The regulatory authorities have imposed "cease and desist" orders and money penalty sanctions against institutions found to be violating these obligations.

Sections 23A and 23B of the Federal Reserve Act. The Bank is limited in its ability to lend funds or engage in transactions with the Company or other non-bank affiliates of the Company, and all such transactions must be on an arms-length basis and on terms at least as favorable to the Bank as those prevailing at the time for transactions with unaffiliated companies. Outstanding loans from the Bank to the Company or other non-bank affiliates of the Company may not exceed 10% of the Bank's capital stock and surplus, and the total of such transactions between the Bank and all of its non-subsidiary affiliates may not exceed 20% of the Bank's capital stock and surplus. These loans must be fully or over-collateralized.

Dividends. Whitney's principal source of cash flow, including cash flow to pay dividends to its shareholders, is the dividends that it receives from the Bank. Statutory and regulatory limitations apply to the Bank's payment of dividends to the Company as well as to the Company's payment of dividends to its shareholders. The Bank would need prior regulatory approval to pay the Company a dividend that exceeded the Bank's current net income and retained net income from the two previous years. The Bank may not pay any dividend that would cause it to become undercapitalized or if it already is undercapitalized. The federal banking agencies may prevent the payment of a dividend if they determine that the payment would be an unsafe and unsound banking practice. Moreover, the federal agencies have issued policy statements that provide that bank holding companies and insured banks should generally only pay dividends out of current operating earnings.

Community Reinvestment Act. The Bank is subject to the provisions of the Community Reinvestment Act of 1977, as amended (CRA), and the related regulations issued by federal banking agencies. The CRA states that all banks have a continuing and affirmative obligation, consistent with safe and sound operation, to help meet the credit needs for their entire communities, including low- and moderate-income neighborhoods. The CRA also charges a bank's primary federal regulator, in connection with the examination of the institution or the evaluation of certain regulatory applications filed by the institution, with the responsibility to assess the institution's record in fulfilling its obligations under the CRA. The regulatory agency's assessment of the institution's record is made available to the public. The Bank received an "outstanding" rating following its most recent CRA examination.

Consumer Regulation. Activities of the Bank are subject to a variety of statutes and regulations designed to protect consumers. These laws and regulations include provisions that:

- limit the interest and other charges collected or contracted for by the Bank;
- govern the Bank's disclosures of credit terms to consumer borrowers;
- require the Bank to provide information to enable the public and public officials to determine whether it is fulfilling its obligation to help meet the housing needs of the community it serves;
- prohibit the Bank from discriminating on the basis of race, creed or other prohibited factors when it makes decisions to extend credit;
- require that the Bank safeguard the personal nonpublic information of its customers, provide annual notices to consumers regarding the usage and sharing of such information, and limit disclosure of such information to third parties except under specific circumstances; and
- govern the manner in which the Bank may collect consumer debts.

As a result of the turmoil in the residential real estate and mortgage lending markets, there are several legislative and regulatory initiatives currently under discussion at both the federal and state levels that could, if adopted, alter the terms of existing mortgage loans, impose restrictions on future mortgage loan originations, diminish lenders' rights against delinquent borrowers or otherwise change the ways in which lenders make and administer residential mortgage loans. If made final, any or all of these proposals could have a negative effect on the financial performance of Whitney's mortgage lending operations, by, among other things, reducing the volume of mortgage loans that the Bank can originate and sell into the secondary market and impairing the Bank's ability to proceed against certain delinquent borrowers with timely and effective collection efforts.

The deposit operations of the Bank are also subject to laws and regulations that:

- require the Bank to adequately disclose the interest rates and other terms of consumer deposit accounts;
- impose a duty on the Bank to maintain the confidentiality of consumer financial records and prescribe procedures for complying with administrative subpoenas of financial records; and
- govern automatic deposits to and withdrawals from deposit accounts with the Bank and the rights and liabilities of customers who use automated teller machines and other electronic banking services.

EMPLOYEES

At the end of 2007, the Company and the Bank had a total of 2,542 employees, or 2,474 employees on a full-time equivalent basis. Whitney affords its employees a variety of competitive benefit programs including retirement plans and group health, life and other insurance programs. The Company also supports training and educational programs designed to ensure that employees have the types and levels of skills needed to perform at their best in their current positions and to help them prepare for positions of increased responsibility.

AVAILABLE INFORMATION

The Company's filings with the Securities and Exchange Commission (SEC), including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, are available on Whitney's website as soon as reasonably practicable after the Company files the reports with the SEC. Copies can be obtained free of charge by visiting the Company's website at www.whitneybank.com. The Company's website is not incorporated into this annual report on Form 10-K and it should not be considered part of this report.

EXECUTIVE OFFICERS OF THE COMPANY

<u>Name and Age</u>	<u>Position Held and Recent Business Experience</u>
William L. Marks, 64	Chief Executive Officer and Chairman of the Board of the Company and the Bank since 1990
John C. Hope III, 59	President and Chief Operating Officer of the Company and the Bank since 2007; Executive Vice President of the Company from 1994 to 2007 and of the Bank from 1998 to 2007
R. King Milling, 67	Vice-chairman of the Board of the Company and the Bank since 2007; President of the Company and the Bank from 1994 to 2007; Director of the Company and the Bank since 1978
Robert C. Baird, Jr., 57	Executive Vice President of the Company and the Bank since 1995, Banking Services
Thomas L. Callicutt, Jr., 60	Executive Vice President and Chief Financial Officer of the Company and the Bank since 1999 and Treasurer of the Company since 2001
Rodney D. Chard, 65	Executive Vice President of the Company and the Bank since 1996, Strategic Project Implementation
Francisco DeArmas, 46	Executive Vice President of the Company and the Bank since 2007, Operations & Technology
Joseph S. Exnicios, 51	Executive Vice President of the Company and the Bank since 2004, Senior Vice President of the Bank from 1994 to 2004, New Orleans Banking
Kevin P. Reed, 47	Executive Vice President of the Company and the Bank since 2004, Senior Vice President of the Bank from 1998 to 2004, Trust & Wealth Management
Lewis P. Rogers, 55	Executive Vice President of the Company and the Bank since 2004, Senior Vice President of the Bank from 1998 to 2004, Credit Administration
John M. Turner, Jr., 46	Executive Vice President of the Company and the Bank since 2005, Senior Vice President of the Bank from 1994 to 2005, Banking Division
Joseph S. Schwartz, Jr., 51	Corporate Secretary of the Company and the Bank since 1993, Senior Vice President of the Bank since 1994, General Counsel

Item 1A: RISK FACTORS

Whitney must recognize and attempt to manage a number of risks as it implements its strategies to successfully compete with other companies in the financial services industry. Some of the more important risks common to the industry and Whitney are:

- credit risk, which is the risk that borrowers will be unable to meet their contractual obligations, leading to loan losses and reduced interest income;
- market risk, which is the risk that changes in market rates and prices will adversely affect the results of operations or financial condition;
- liquidity risk, which is the risk that funds will not be available at a reasonable cost to meet operating and strategic needs; and
- operational risk, which is the risk of loss resulting from inadequate or failed internal processes, people and systems, or external events, such as natural disasters.

Although Whitney generally is not significantly more susceptible to adverse effects from these or other common risk factors than other industry participants, there are certain aspects of Whitney's business model that may expose it to somewhat higher levels of risk. In addition to the other information contained in or incorporated by reference into this annual report on Form 10-K, these risk factors should be considered carefully in evaluating the Company's overall risk profile. Additional risks not presently known, or that are currently deemed immaterial, may also adversely affect Whitney's business, financial condition or results of operations.

Whitney's profitability depends in substantial part on net interest income and on our ability to manage interest rate risk.

Whitney's net interest income represented more than 75% of total revenues in each of the last five years. Net interest income is the difference between the interest earned on loans, investment securities and other earning assets, and interest owed on deposits and borrowings. Numerous and often interrelated factors influence Whitney's ability to maintain and grow net interest income, and a number of these factors are addressed in Management's Discussion and Analysis of Financial Condition and Results of Operations located in Item 7 of this annual report on Form 10-K. One of the most important factors is changes in market interest rates and in the relationship between these rates for different financial instruments and products and at different maturities. Such changes are generally outside the control of management and cannot be predicted with certainty. Although management applies significant resources to anticipating these changes and to developing and executing strategies for operating in an environment of change, they cannot eliminate the possibility that interest rate risk will negatively affect our net interest income and lead to earnings volatility.

For several years, Whitney has been positioned to be moderately asset sensitive over the near term, which would point to an expected improvement in net interest income in a rising rate environment and a reduction in net interest income as rates declined, holding other factors constant. Recent economic conditions have led to lower market rates toward the end of 2007 and into 2008, prompted in part by aggressive moves by the Federal Reserve as it attempts to counteract an economic slowdown associated in large part with the continued downturn in the housing market. These and possible further future rate reductions could have a negative impact on Whitney's net interest income and net income.

Whitney's market area is susceptible to hurricanes and tropical storms, which may increase the Company's exposure to credit risk, operational risk and liquidity risk.

Most of Whitney's market area lies within the coastal region of the five states bordering the Gulf of Mexico. This is a region that is susceptible to hurricanes and tropical storms. The two strong hurricanes that struck in 2005 had a major impact on the greater New Orleans area, southwest Louisiana and the Mississippi coast, with lesser impacts on coastal Alabama and the western panhandle of Florida. Within its broader market area, the greater New

Orleans area is Whitney's primary base of operations and is home to branches and relationship officers that service approximately 40% of the Bank's total loans and 50% of total deposits at December 31, 2007. The 2005 storms caused widespread property damage, required temporary or permanent relocations of a large number of residents and business operations, and severely disrupted normal economic activity in the impacted areas. Although the Bank was able to operate successfully in the aftermath of these storms, management carefully studied its risk posture and has taken a number of steps to reduce the Bank's exposure to future natural disasters and make its disaster recovery plans and operating arrangement more resilient. Details of the storms' impact on Whitney, both operationally and with respect to credit risk and liquidity, has been chronicled in Item 7 of the Company's annual reports on Forms 10-K for 2006 and 2005 as well as in Item 2 of Part I of quarterly reports on Form 10-Q filed since the storms struck.

Whitney cannot predict the extent to which future storms may impact its exposure to credit risk, operational risk or liquidity risk.

The composition of Whitney's loan portfolio could increase the volatility of our credit quality metrics and provisions for credit losses.

Whitney's loan portfolio contains individual relationships, primarily with commercial customers, with outstanding balances that are relatively large in relation to our asset size. Changes in the credit quality of one or a few of these relationships could lead to increased volatility in our reported totals of loans with above-normal credit risk and in our provisions for credit losses over time.

Item 1B: UNRESOLVED STAFF COMMENTS

None.

Item 2: PROPERTIES

The Company does not directly own any real estate, but it does own real estate indirectly through its subsidiaries. The Company's executive offices are located in downtown New Orleans in the main office facility owned by the Bank. The Bank also owns an operations center in the greater New Orleans area. The Bank makes portions of its main office facility and certain other facilities available for lease to third parties, although such incidental leasing activity is not material to Whitney's overall operations. The Bank maintained approximately 155 banking facilities in five states at December 31, 2007. The Bank owns approximately 70% of these facilities, and the remaining banking facilities are subject to leases, each of which management considers to be reasonable and appropriate for its location. Management ensures that all properties, whether owned or leased, are maintained in suitable condition. Management also evaluates its banking facilities on an ongoing basis to identify possible under-utilization and to determine the need for functional improvements, relocations or possible sales.-

The Bank and a subsidiary of the Bank hold a variety of property interests acquired through the years in settlement of loans. Note 8 to the consolidated financial statements included in Item 8 of this annual report on Form 10-K provides further information regarding such property interests and is incorporated here by reference.

Item 3: LEGAL PROCEEDINGS

There are no material pending legal proceedings to which the Company or its subsidiaries is a party or to which any of their property is subject, other than ordinary routine litigation incidental to the Company's business.

Item 4: SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None.

PART II

Item 5: MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

The Company's stock trades on The Nasdaq Global Select Market under the ticker symbol "WTNY." The Summary of Quarterly Financial Information appearing in Item 8 of this annual report on Form 10-K shows the high and low sales prices of the Company's stock for each calendar quarter of 2007 and 2006, as reported on The Nasdaq Global Select Market, and is incorporated here by reference.

The approximate number of shareholders of record of the Company, as of February 29, 2008, was as follows:

Title of Class	Shareholders of Record
Common Stock, no par value	5,353

Dividends declared by the Company are listed in the Summary of Quarterly Financial Information appearing in Item 8 of this annual report on Form 10-K, which is incorporated here by reference. For a description of certain restrictions on the payment of dividends see the section entitled "Supervision and Regulation" that appears in Item 1 of this annual report on Form 10-K.

The following table provides information with respect to purchases made by or on behalf of the Company or any "affiliated purchaser" (as defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934, as amended) of the Company's common stock during the three months ended December 31, 2007.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽¹⁾	Maximum Number of Shares that May Yet Be Purchased under the Plans or Programs ⁽¹⁾
October 2007	4,425 ⁽²⁾	\$26.78	-	-
November 2007	956,794	\$25.55	956,794	3,043,206
December 2007	938,297	\$26.71	938,297	2,104,909

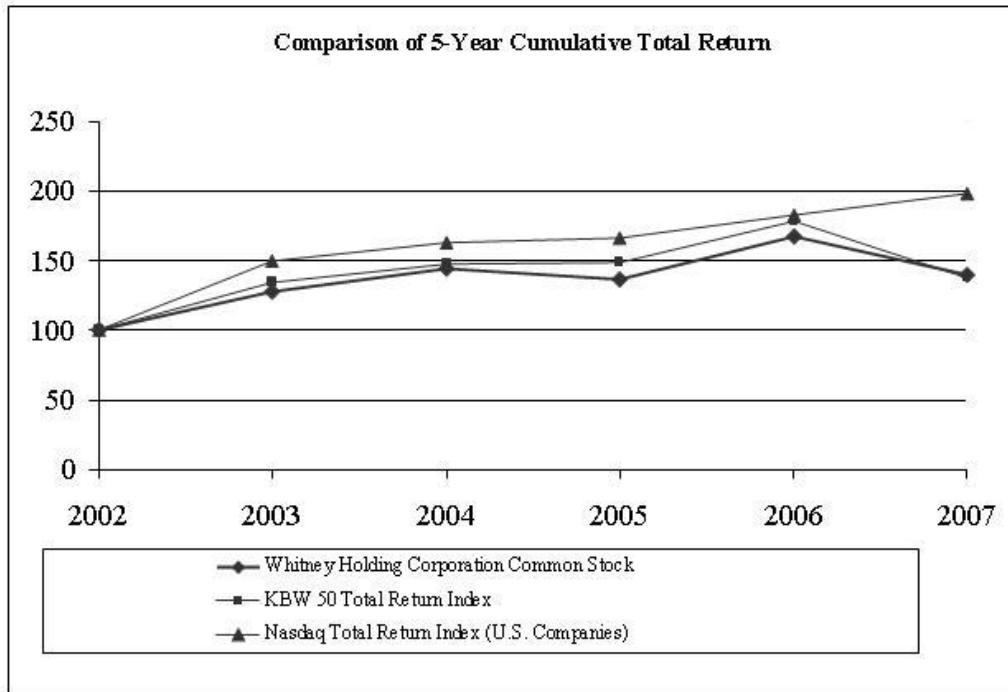
⁽¹⁾ In November 2007, the Board of Directors authorized the Company to repurchase up to 4 million shares of its common stock. The program extends through December 2008.

⁽²⁾ Represents shares that were tendered to the Company as consideration for the exercise price of employee stock options.

STOCK PERFORMANCE GRAPH

The following performance graph and related information shall not be deemed “soliciting material” or to be “filed” with the SEC, nor shall such information be incorporated by reference into any future filings under the Securities Act of 1933 or the Securities Exchange Act of 1934, each as amended, except to the extent the Company specifically incorporates it by reference into such filing.

The performance graph compares the cumulative five-year shareholder return on the Company’s common stock, assuming an investment of \$100 on December 31, 2002 and the reinvestment of dividends thereafter, to that of the common stocks of United States companies reported in the Nasdaq Total Return Index and the common stocks of the KBW 50 Total Return Index. The KBW 50 Total Return Index is a proprietary stock index of Keefe, Bruyette & Woods, Inc., that tracks the returns of 50 large banking companies throughout the United States.



Item 6: SELECTED FINANCIAL DATA
WHITNEY HOLDING CORPORATION AND SUBSIDIARIES

Years Ended December 31

<i>(dollars in thousands, except per share data)</i>	2007	2006	2005	2004	2003
YEAR-END BALANCE SHEET DATA					
Total assets	\$11,027,264	\$10,185,880	\$10,109,006	\$ 8,222,624	\$ 7,754,982
Earning assets	10,122,071	9,277,554	9,054,484	7,648,740	7,193,709
Loans	7,585,701	7,050,416	6,560,597	5,626,276	4,882,610
Investment securities	1,985,237	1,886,093	1,641,451	1,991,244	2,281,405
Noninterest-bearing deposits	2,740,019	2,947,997	3,301,227	2,111,703	1,943,248
Total deposits	8,583,789	8,433,308	8,604,836	6,612,607	6,158,582
Shareholders' equity	1,228,736	1,112,962	961,043	904,765	840,313
AVERAGE BALANCE SHEET DATA					
Total assets	\$10,512,422	\$10,242,838	\$ 8,903,321	\$ 7,890,183	\$ 7,238,022
Earning assets	9,636,586	9,349,262	8,098,998	7,327,233	6,717,863
Loans	7,344,889	6,776,794	6,137,676	5,179,734	4,595,868
Investment securities	1,893,866	1,824,646	1,836,228	2,120,594	2,004,245
Noninterest-bearing deposits	2,708,353	3,033,978	2,439,229	1,977,515	1,759,414
Total deposits	8,397,778	8,476,954	7,224,426	6,347,503	5,913,186
Shareholders' equity	1,209,923	1,065,303	935,362	881,477	823,698
INCOME STATEMENT DATA					
Interest income	\$ 661,105	\$ 616,371	\$ 468,085	\$ 360,772	\$ 338,069
Interest expense	196,314	145,160	80,986	40,682	43,509
Net interest income	464,791	471,211	387,099	320,090	294,560
Net interest income (TE)	470,868	477,423	392,979	326,237	300,115
Provision for credit losses	17,000	3,720	37,580	2,000	(3,500)
Noninterest income	126,681	84,791	82,235	82,523	89,504
Net securities gain (loss) in noninterest income	(1)	-	68	68	863
Noninterest expense	349,108	338,473	286,398	260,278	242,923
Net income	151,054	144,645	102,349	97,137	98,542
KEY RATIOS					
Return on average assets	1.44%	1.41%	1.15%	1.23%	1.36%
Return on average shareholders' equity	12.48	13.58	10.94	11.02	11.96
Net interest margin	4.89	5.11	4.85	4.45	4.47
Average loans to average deposits	87.46	79.94	84.96	81.60	77.72
Efficiency ratio	58.42	60.20	60.28	63.69	62.49
Allowance for loan losses to loans	1.16	1.08	1.37	.97	1.22
Nonperforming assets to loans plus foreclosed and surplus property	1.64	.81	1.03	.46	.62
Net charge-offs to average loans	.11	.29	.08	.06	.07
Average shareholders' equity to average assets	11.51	10.40	10.51	11.17	11.38
Shareholders' equity to total assets	11.14	10.93	9.51	11.00	10.84
Tangible common equity as a percentage of tangible assets, end of period	8.24	8.08	7.40	9.46	9.76
Leverage ratio	8.79	8.76	8.21	9.56	10.13
COMMON SHARE DATA					
Earnings Per Share					
Basic	\$ 2.26	\$ 2.24	\$ 1.65	\$ 1.59	\$ 1.65
Diluted	2.23	2.20	1.63	1.56	1.63
Dividends					
Cash dividends per share	\$ 1.16	\$ 1.08	\$.98	\$.89	\$.82
Dividend payout ratio	52.05%	48.85%	60.26%	56.99%	50.32%
Book Value Per Share	\$ 18.67	\$ 16.88	\$ 15.17	\$ 14.57	\$ 13.85
Trading Data					
High price	\$ 33.26	\$ 37.26	\$ 33.69	\$ 30.83	\$ 27.55
Low price	22.46	27.27	24.14	26.35	20.50
End-of-period closing price	26.15	32.62	27.56	29.99	27.33
Trading volume	88,480,468	52,778,191	50,434,066	27,662,252	34,386,386
Average Shares Outstanding					
Basic	66,953,343	64,687,363	62,008,004	61,122,581	59,894,147
Diluted	67,858,307	65,853,149	62,953,293	62,083,043	60,594,201

Tax-equivalent (TE) amounts are calculated using a marginal federal income tax rate of 35%.

The efficiency ratio is noninterest expense to total net interest (TE) and noninterest income (excluding securities transactions).

**Item 7: MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The purpose of this discussion and analysis is to focus on significant changes in the financial condition of Whitney Holding Corporation and its subsidiaries (the Company or Whitney) and on their results of operations during 2007, 2006 and 2005. Nearly all of the Company's operations are contained in its banking subsidiary, Whitney National Bank (the Bank). This discussion and analysis is intended to highlight and supplement information presented elsewhere in this annual report on Form 10-K, particularly the consolidated financial statements and related notes appearing in Item 8.

FORWARD-LOOKING STATEMENTS

This discussion contains "forward-looking statements" within the meaning of section 27A of the Securities Act of 1933, as amended, and section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements provide projections of results of operations or of financial condition or state other forward-looking information, such as expectations about future conditions and descriptions of plans and strategies for the future. Forward-looking statements often contain words such as "anticipate," "believe," "could," "continue," "estimate," "expect," "forecast," "goal," "intend," "plan," "predict," "project" or other words of similar meaning.

The forward-looking statements made in this discussion include, but may not be limited to, (a) comments on conditions impacting certain sectors of the loan portfolio; (b) information about changes in the duration of the investment portfolio with changes in market rates; (c) statements of the results of net interest income simulations run by the Company to measure interest rate sensitivity; (d) discussion of the performance of Whitney's net interest income assuming certain conditions; (e) expectations about Whitney's operational resiliency in the event of natural disasters; (f) comments on expected trends or changes in expense levels for retirement benefits; and (g) comments on expected benefits from cost control programs.

Whitney's ability to accurately project results or predict the effects of plans or strategies is inherently limited. Although Whitney believes that the expectations reflected in its forward-looking statements are based on reasonable assumptions, actual results and performance could differ materially from those set forth in the forward-looking statements.

Factors that could cause actual results to differ from those expressed in the Company's forward-looking statements include, but are not limited to:

- Whitney's ability to effectively manage interest rate risk and other market risk, credit risk and operational risk;
- changes in interest rates that affect the pricing of Whitney's financial products, the demand for its financial services and the valuation of its financial assets and liabilities;
- Whitney's ability to manage fluctuations in the value of its assets and liabilities and off-balance sheet exposure so as to maintain sufficient capital and liquidity to support its business;
- possible changes in general economic and business conditions, including the real estate and financial markets, in the United States and in the region and communities Whitney serves;
- the occurrence of natural disasters or acts of war or terrorism that directly or indirectly affect the financial health of Whitney's customer base;
- changes in laws and regulations that significantly affect the activities of the banking industry and its competitive position relative to other financial service providers;
- technological changes affecting the nature or delivery of financial products or services and the cost of providing them;
- Whitney's ability to develop competitive new products and services in a timely manner and the acceptance of such products and services by the Bank's customers;
- Whitney's ability to effectively expand into new markets;
- the cost and other effects of material contingencies;

- the failure to attract or retain key personnel;
- the failure to capitalize on growth opportunities and to realize cost savings in connection with business acquisitions; and
- management's inability to develop and execute plans for Whitney to effectively respond to unexpected changes.

You are cautioned not to place undue reliance on these forward-looking statements. Whitney does not intend, and undertakes no obligation, to update or revise any forward-looking statements, whether as a result of differences in actual results, changes in assumptions or changes in other factors affecting such statements, except as required by law.

OVERVIEW

Whitney earned \$151 million for the year ended December 31, 2007, compared with annual net income of \$145 million in 2006. Earnings were \$2.23 per diluted share in 2007, compared to \$2.20 for 2006.

Insurance Settlement

During the third quarter of 2007, Whitney reached a final settlement on insurance claims primarily arising from the hurricanes that struck portions of its market area in the late summer of 2005. With this settlement, the Company recognized a gain of \$31.3 million (\$19.9 million after-tax, or \$.29 per diluted share.)

Mergers and Acquisitions

On March 2, 2007, Whitney completed its acquisition of Signature Financial Holdings, Inc. (Signature), the parent of Signature Bank. Signature Bank operated seven banking centers in the Tampa Bay metropolitan area with approximately \$270 million in total assets, including \$220 million of loans, and \$210 million in deposits at acquisition. The transaction was valued at approximately \$61 million, with \$13 million paid to Signature's shareholders in cash and the remainder in Whitney common stock totaling 1.49 million shares. Whitney's financial information includes the results from these acquired operations since the acquisition date.

Loans and Earning Assets

Total loans at the end of 2007 were up 8%, or \$535 million, from year-end 2006, with approximately 3%, or \$203 million, associated with the operations acquired with Signature. Loan demand and customer development activity in Texas and Whitney's Louisiana markets outside the metropolitan New Orleans area were the major contributors to the organic loan growth over this period. Market conditions continued to restrain the pace of new real estate financing in Florida and, since the end of 2006, have contributed to a decrease of approximately \$100 million in loans serviced from Florida operations, excluding those acquired with Signature.

Loans, including loans held for sale, comprised 76% of average earning assets in 2007 compared to 73% in 2006. There was a similar decrease in the percentage of short-term investments in the earning-asset mix in 2007 compared to 2006 when the Company's liquidity was still impacted by the deposit build-up following the 2005 hurricanes.

Deposits and Funding

Total deposits at December 31, 2007 were up 2%, or \$150 million, compared to the end of 2006, mainly reflecting the deposits from the Signature acquisition. After some further reduction in the post-storm deposit accumulation in early 2007, Whitney has been returning to more normal deposit trends. Average deposits in 2007 declined 1% compared to 2006. Average noninterest-bearing deposits funded approximately 28% of average earning assets in 2007, and the percentage of funding from all noninterest-bearing sources was 33% for the year. These percentages, while down from 32% and 36%, respectively, in 2006, are comparable to pre-storm levels. Higher-cost interest-bearing funds, which include time deposits and borrowings, funded 34% of average earning assets in 2007, compared to 29% in 2006, and up somewhat from pre-storm levels. This reflected a number of factors, including the relative attractiveness of rates on the underlying deposit products in response to market rates, increased use of the Company's treasury-management deposit products by commercial customers with excess liquidity, and the issuance by the Bank of \$150 million in long-term subordinated debt in late March 2007.

Net Interest Income

Whitney's net interest income (TE) for 2007 decreased \$6.6 million, or 1%, from 2006. Average earning assets increased 3% between these years, and there was some favorable shift in the mix of assets. The net interest margin (TE) was 4.89% for 2007, down 22 basis points from 2006. The overall yield on earning assets in 2007 was up 26 basis points from 2006, mainly reflecting the shift in asset mix. The cost of funds increased 48 basis points between these years, mainly in response to the customer-driven shift in the funding mix to higher-cost sources.

Provision for Credit Losses and Credit Quality

Whitney provided \$17.0 million for credit losses in 2007 compared to \$3.7 million in 2006. Whitney's nonperforming loans and loans criticized through its credit-risk rating process increased during 2007, mainly reflecting weaknesses identified in residential-related credits. In 2007, loan charge-offs, net of recoveries, were \$8.4 million, or .11% of average loans, compared to \$19.4 million, or .29% of average loans, in 2006.

Noninterest Income

Noninterest income in 2007 increased 9%, or \$7.6 million, over 2006, excluding the insurance settlement gain and income associated with foreclosed assets and surplus property in each period. Improvement was noted in most all recurring revenue sources. Deposit service charge income grew by 9% compared to 2006, reflecting improved pricing and increased fee potential from business customers in 2007 as well as reduced charging opportunities in 2006 from the higher post-storm liquidity in the deposit base. Increases were also registered for bank card fees, trust service fees, and fees from investment services, mainly reflecting internal growth and contributions from acquired operations.

Noninterest Expense

Noninterest expense increased 3%, or \$10.6 million, in 2007. Incremental operating costs associated with acquired operations, including amortization of intangibles, totaled approximately \$8.5 million. Whitney's personnel expense increased 7%, or \$13.3 million, in total, including approximately \$3.7 million for acquired staff. Compensation expense under management incentive programs increased by \$2.7 million in 2007, largely related to share-based compensation. The cost of employee benefits decreased by \$1.3 million compared to 2006, mainly reflecting the impact of the substantial elimination of postretirement health and life insurance benefits in 2007. The total of all other noninterest expense unrelated to personnel decreased a net \$2.7 million, or 2%, compared to 2006. Whitney incurred nonrecurring or periodic expenses associated with the 2005 storms that totaled approximately \$2 million in 2007 and \$11 million in 2006.

CRITICAL ACCOUNTING POLICIES

Whitney prepares its financial statements in accordance with accounting principles generally accepted in the United States of America. A discussion of certain accounting principles and methods of applying those principles that are particularly important to this process is included in Note 2 to the consolidated financial statements located in Item 8 of this annual report on Form 10-K. The Company is required to make estimates, judgments and assumptions in applying these principles to determine the amounts and other disclosures that are presented in the financial statements and discussed in this section.

Whitney believes that the determination of its estimate of the allowance for loan losses involves a higher degree of judgment and complexity than its application of other significant accounting policies. Factors considered in this determination and management's process are discussed in Note 2 and in the following section on "Loans, Credit Risk Management and Allowance and Reserve for Credit Losses." Although management believes it has identified appropriate factors for review and designed and implemented adequate procedures to support the estimation process that are consistently followed, the allowance remains an estimate about the effect of matters that are inherently uncertain. Over time, changes in economic conditions or the actual or perceived financial condition of Whitney's credit customers or other factors can materially impact the allowance estimate, potentially subjecting the Company to significant earnings volatility.

Management makes a variety of assumptions in applying principles that govern the accounting for benefits under the Company's defined benefit pension plans and other postretirement benefit plans. These assumptions are essential to the actuarial valuation that determines the amounts Whitney recognizes and certain disclosures it makes in the consolidated financial statements related to the operation of these plans (see Note 15 in Item 8). Two of the more significant assumptions concern the expected long-term rate of return on plan assets and the rate needed to discount projected benefits to their present value. Changes in these assumptions impact the cost of retirement benefits recognized in net income and comprehensive income. Certain assumptions are closely tied to current conditions and are generally revised at each measurement date. For example, the discount rate is reset annually with reference to market yields on high quality fixed-income investments. Other assumptions, such as the rate of return on assets, are determined, in part, with reference to historical and expected conditions over time and are not as susceptible to frequent revision. Holding other factors constant, the cost of retirement benefits will move opposite to changes in either the discount rate or the rate of return on assets. Recent trends in the cost of retirement benefits are discussed in the section on "Noninterest Expense."

FINANCIAL CONDITION

LOANS, CREDIT RISK MANAGEMENT AND ALLOWANCE AND RESERVE FOR CREDIT LOSSES

Loan Portfolio Developments

Total loans at the end of 2007 were up 8%, or \$535 million, from year-end 2006, with approximately 3%, or \$203 million, associated with the operations acquired with Signature. Loan demand and customer development activity in Texas and Whitney's Louisiana markets outside the metropolitan New Orleans area were the major contributors to organic loan growth over this period, with a smaller contribution from the Alabama market. Loans serviced by Whitney Bankers in Houston grew by 20% year over year, and those serviced in Louisiana markets outside New Orleans, grew by 14%. At December 31, 2007, the percentage of loans serviced from the Company's geographic markets was as follows: metropolitan New Orleans, 37%; other Louisiana markets, 18%; Texas, 15%; Alabama and Mississippi, 12%; the Florida panhandle, 7%; and the Tampa Bay metropolitan area, 11%. Market conditions continue to restrain the pace of new real estate project financing in Florida and, since the end of 2006, have contributed to a decrease of approximately \$100 million in loans serviced from Florida operations, excluding those acquired with Signature.

Table 1 shows loan balances by type of loan at December 31, 2007 and at the end of the previous four years. The following discussion provides an overview of the composition of the different portfolio sectors and the customers served in each as well as additional information on recent changes.

TABLE 1. LOANS OUTSTANDING BY TYPE

<i>(in thousands)</i>	December 31,				
	2007	2006	2005	2004	2003
Commercial, financial and agricultural	\$2,822,752	\$2,725,531	\$2,685,894	\$2,399,794	\$2,213,207
Real estate – commercial, construction and other	3,477,558	3,094,004	2,743,486	2,209,975	1,726,212
Real estate – residential mortgage	933,797	893,091	774,124	685,732	619,869
Individuals	351,594	337,790	357,093	330,775	323,322
Total loans	\$7,585,701	\$7,050,416	\$6,560,597	\$5,626,276	\$4,882,610

The portfolio of commercial loans, other than those secured by real property, increased 4%, or \$97 million, between year-end 2006 and 2007, with only a limited contribution from the Signature acquisition. Overall, the portfolio has remained diversified, with customers in a range of industries, including oil and gas exploration and production, marine transportation and maritime construction, wholesale and retail trade in various durable and nondurable products and the manufacture of such products, financial services, and professional services. The organic growth in market areas outside of metropolitan New Orleans has increased the geographic diversification of customers represented in the commercial portfolio. Also included in the commercial loan category are loans to individuals, generally secured by collateral other than real estate, that are used to fund investments in new or expanded business opportunities.

Loans outstanding to oil and gas industry customers represented approximately 10% of total loans at December 31, 2007, up from approximately 9% at year-end 2006. The majority of Whitney's customer base in this industry provides transportation and other services and products to support exploration and production activities. The Bank seeks service and supply customers who are quality operators that can manage through volatile commodity price cycles. With expectations of sustained higher commodity prices, Whitney has increased its attention to lending opportunities in the exploration and production sector in recent years, and loans outstanding to this sector comprised over one-third of the oil and gas industry portfolio at December 31, 2007 and 2006. The Bank contracts with a petroleum engineer who supports the underwriting of loans to exploration and production customers. Management, through the Bank's Credit Policy Committee, monitors both industry fundamentals and portfolio performance and credit quality on a formal ongoing basis and establishes and adjusts internal exposure guidelines as a percent of capital both for the industry as a whole and for individual sectors within the industry. The level of activity in this

industry continues to have an important impact on the economies of certain portions of Whitney's market area, particularly Houston and southern Louisiana.

Outstanding balances under participations in larger shared-credit loan commitments totaled \$444 million at the end of 2007, including approximately \$194 million related to the oil and gas industry. The total outstanding is up \$61 million from year-end 2006. Substantially all of the shared credits are with customers operating in Whitney's market area.

The commercial real estate portfolio includes loans for construction and real estate development, both commercial and residential, loans secured by multi-family residential properties and other income-producing properties, and loans secured by properties used in commercial or industrial operations. This portfolio sector grew 12%, or \$384 million, during 2007. The Signature acquisition initially added approximately \$140 million to this portfolio sector, mainly related to commercial mortgages. The Bank's Credit Policy Committee has also set exposure guidelines for the overall portfolio of commercial real estate loans as well as for loans to developers or owner-users that are secured by various subcategories of property. As with lending to the oil and gas industry, management regularly monitors real estate industry fundamentals and portfolio credit quality.

Project financing is an important component of the activity in this portfolio sector, and sector growth is impacted by the availability of new projects as well as the anticipated refinancing of seasoned income properties in the secondary market and payments on residential development loans as inventory is sold. Whitney continues to develop new business in this highly competitive sector throughout its market area, although the pace of new financing has been restrained by recent weaknesses primarily affecting condominium and single-family residential development, particularly in certain parts of Florida. Much of this sector's growth during 2007 came from customers in Louisiana markets outside the New Orleans metropolitan area and in the Houston market, and involved a variety of retail, commercial and industrial facilities, as well as some multi-family and single-family residential development. The future pace of new real estate project financing in Whitney's market area will reflect the level of confidence by Whitney and its customers in the sustainability of economic conditions favorable to successful project completion.

At December 31, 2007, the percentage of the commercial real estate portfolio serviced from the Company's geographic markets was as follows: metropolitan New Orleans, 25%; other Louisiana markets, 16%; Texas, 18%; Alabama and Mississippi, 13%; the Florida panhandle, 10%; and the Tampa Bay metropolitan area, 19%. Within the combined portfolios for Alabama, Mississippi and Florida, loans to investors or developers totaled approximately \$360 million for construction project financing, \$210 million to finance developed and undeveloped land for future construction projects, and \$390 million to finance other commercial real estate holdings.

The residential mortgage loan portfolio increased 5%, or \$41 million, from the end of 2006 to year-end 2007. Growth in this portfolio sector has mainly come both from acquisitions and from the promotion of tailored home mortgage loan products generally targeted to the private client and higher net worth customer base. The Bank continues to sell most conventional residential mortgage loan production in the secondary market. Whitney has no meaningful exposure to sub-prime home mortgage loans.

Loans to individuals include various consumer installment and credit line products. The 5% growth in this portfolio sector during 2007 came largely through the Signature acquisition.

Table 2 reflects contractual loan maturities, unadjusted for scheduled principal reductions, prepayments or repricing opportunities. Approximately 60% of the value of loans with a maturity greater than one year carries a fixed rate of interest.

TABLE 2. LOAN MATURITIES BY TYPE

<i>(in thousands)</i>	December 31, 2007			Total
	One year or less	One through five years	More than five years	
Commercial, financial and agricultural	\$1,971,868	\$ 777,254	\$ 73,630	\$2,822,752
Real estate – commercial, construction and other	1,411,137	1,693,592	372,829	3,477,558
Real estate – residential mortgage	168,452	517,581	247,764	933,797
Individuals	174,261	148,893	28,440	351,594
Total	\$3,725,718	\$3,137,320	\$722,663	\$7,585,701

Credit Risk Management and Allowance and Reserve for Credit Losses

General Discussion of Credit Risk Management and Determination of Credit Loss Allowance and Reserve

Whitney manages credit risk mainly through adherence to underwriting and loan administration standards established by its Credit Policy Committee and through the efforts of the credit administration function to ensure consistent application and monitoring of standards throughout the Company. Written credit policies define underwriting criteria, concentration guidelines, and lending approval processes that cover individual authority and the appropriate involvement of regional loan committees and a senior loan committee. The senior loan committee includes the Bank’s senior lenders, senior officers in Credit Administration, the Chief Operating Officer and the Chief Executive Officer.

Commercial credits, including commercial real estate loans, are underwritten principally based upon cash flow coverage, but additional support is regularly obtained through collateralization and guarantees. Commercial loans are typically relationship-based rather than transaction-driven. Loan concentrations are monitored monthly by management and the Board of Directors. Consumer loans are centrally underwritten with reference to the customer’s debt capacity and with the support of automated credit scoring tools, including appropriate secondary review procedures.

A strong monitoring process is the key to early identification of problem credits. Lending officers are responsible for ongoing monitoring and the assignment of risk ratings to individual loans based on established guidelines. An independent credit review function reporting to the Audit Committee of the Board of Directors assesses the accuracy of officer ratings and the timeliness of rating changes and performs concurrent reviews of the underwriting processes. Once a problem relationship over a certain size threshold is identified, a quarterly watch committee process is initiated. The watch committee, composed of senior lending and credit administration management, must approve any substantive changes to identified problem credits and will assign relationships to a special credits department when appropriate.

Management’s evaluation of credit risk in the loan portfolio is reflected in the estimate of probable losses inherent in the portfolio that is reported in the Company’s financial statements as the allowance for loan losses. Changes in this evaluation over time are reflected in the provision for credit losses charged to expense. The methodology for determining the allowance involves significant judgment, and important factors that influence this judgment are re-evaluated quarterly to respond to changing conditions.

The recorded allowance encompasses three key elements: (1) allowances established for losses on criticized loans; (2) allowances based on historical loss experience for loans with acceptable credit quality and groups of homogeneous loans not individually rated; and (3) allowances based on general economic conditions and other qualitative risk factors internal and external to the Company.

Criticized loans are credits with above-average weaknesses as identified through the internal risk-rating process. Criticized loans include those that are deemed to be impaired because all contractual amounts probably will not be collected as they become due. Specific allowances are determined for impaired loans based on the present value of expected future cash flows discounted at the loan's contractual interest rate, the fair value of the collateral if the loan is collateral dependent, or, when available, the loan's observable market price. The allowance for the remainder of criticized loans is calculated by applying loss factors to loan balances aggregated by the severity of the internal risk rating. The loss factors applied to criticized loans are determined with reference to the results of migration analysis, which analyzes the charge-off experience over time for loans within each rating category.

For the second element of the allowance, loans assessed as having average or better credit quality with similar risk ratings and homogeneous loans not subject to individual rating, such as residential mortgage loans, consumer installment loans and draws under consumer credit lines, are grouped together and individual loss factors are applied to each group. The loss factors for homogeneous loan groups are based on average historical charge-off information. Industry-based factors are applied to other portfolio segments for which a migration analysis has not been implemented.

Determining the final element of the allowance involves assessing how other current factors, both internal and external, impact the accuracy of results obtained for the other two elements. Internally, management must consider whether trends have been identified in the quality of underwriting and loan administration as well as in the timely identification of credit quality issues. Management also monitors shifts in portfolio concentrations and other changes in portfolio characteristics that indicate levels of risk not fully captured in the loss factors. External factors include local and national economic trends, as well as changes in the economic fundamentals of specific industries that are well-represented in Whitney's customer base. Management has established procedures to help ensure a consistent approach to this inherently judgmental process over time.

The monitoring of credit risk also extends to unfunded credit commitments, such as unused commercial credit lines and letters of credit, and management establishes reserves as needed for its estimate of probable losses on such commitments.

Credit Quality Statistics and Components of Credit Loss Allowance and Reserve

The total of loans criticized through the Company's credit risk-rating process increased \$78 million during 2007 to \$305 million at December 31, 2007, or 4% of the total loan portfolio. Loans for residential development, investment and other residential purposes comprised approximately 40% of the criticized total at year-end 2007 and produced most of the overall net increase in criticized loans during the year. Nonresidential real estate loans accounted for approximately 30% of the criticized total, with the underlying collateral fairly evenly divided between income-producing properties and owner-occupied properties. Loans to traditional commercial and industrial relationships comprised approximately 25% of the criticized total, with no significant concentrations related to industries or markets. Whitney has no meaningful exposure to sub-prime home mortgage loans.

The criticized loan total at December 31, 2007 included \$202 million of loans identified as having well-defined weaknesses that would likely result in some loss if not corrected, an increase of \$45 million from the end of 2006. There was a \$30 million increase in the total of loans warranting special attention since the end of 2006. The total for this rating category at year-end 2007 was \$91 million. Loans for which full repayment is in doubt totaled \$11 million at December 31, 2007, up \$3 million from the end of 2006. The changes in each of these rating categories during 2007 mainly reflected weaknesses in residential-related loans. The allowance determined for criticized loans at December 31, 2007, including those separately evaluated for impairment, increased \$12 million from year-end 2006.

Included in the total of criticized loans at December 31, 2007 is \$120 million of nonperforming loans, which is up \$64 million from year-end 2006. This increase also came predominantly from residential-related loans, mainly in Florida and Alabama, including one \$13 million credit for a Florida development with project-specific issues not directly related to overall market conditions. Approximately 43% of the total of nonperforming loans at December 31, 2007 was from Whitney's Florida operations and 14% from Alabama. Another 38% of the total was from Louisiana operations, mainly concentrated in commercial and industrial credits. Table 3 provides information on nonperforming loans and other nonperforming assets at the end of each of the five years in the period ended December 31, 2007. Nonperforming loans encompass substantially all loans separately evaluated for impairment.

TABLE 3. NONPERFORMING ASSETS

<i>(dollars in thousands)</i>	December 31				
	2007	2006	2005	2004	2003
Loans accounted for on a nonaccrual basis	\$120,096	\$55,992	\$65,565	\$23,597	\$26,776
Restructured loans	-	-	30	49	114
Total nonperforming loans	120,096	55,992	65,595	23,646	26,890
Foreclosed assets and surplus banking property	4,624	800	1,708	2,454	3,490
Total nonperforming assets	\$124,720	\$56,792	\$67,303	\$26,100	\$30,380
Loans 90 days past due still accruing	\$ 8,711	\$ 7,574	\$13,728	\$ 3,533	\$ 3,385
Ratios:					
Nonperforming assets to loans plus foreclosed assets and surplus property	1.64%	.81%	1.03%	.46%	.62%
Allowance for loan losses to nonperforming loans	73	136	137	230	221
Loans 90 days past due still accruing to loans	.11	.11	.21	.06	.07

A comparison of contractual interest income on nonperforming loans with the cash-basis and cost-recovery interest actually recognized on these loans for 2007, 2006 and 2005 is presented in Note 8 to the consolidated financial statements located in Item 8 of this annual report on Form 10-K. Whitney's policy for placing loans on nonaccrual status is presented in Note 2 to the consolidated financial statements.

The overall allowance determined as of December 31, 2007 was \$12.0 million above the allowance at year-end 2006, mainly reflecting the increase in the allowance determined for criticized loans noted above. The allowance for loans with average or better credit quality ratings and loans not subject to individual rating increased \$1.5 million from the end of 2006 to December 31, 2007, mainly driven by loan growth. During 2007, Whitney reversed the remaining \$1.1 million component of the allowance that had reflected the estimate of the incremental impact of the 2005 storms on losses in the consumer credit sectors of the portfolio. The performance of these portfolio sectors, which were not subject to individual detailed storm-impact reviews, proved better than anticipated and did not exhibit the delayed credit problems seen in the aftermath of similar disasters. Management's relative assessment of economic and other qualitative risk factors between these dates had little impact, as reduced uncertainty regarding surrounding post-storm economic progress was offset by concerns over more recent economic trends, including both the severe downturn in the housing market and growing signs of a broader economic slowdown.

Table 4 recaps activity in the allowance for loan losses and in the reserve for losses on unfunded credit commitments over the past five years. The allocation of the allowance to loan categories is included in Table 5, together with the percentage of total loans in each category.

TABLE 4. SUMMARY OF ACTIVITY IN THE ALLOWANCE FOR LOAN LOSSES AND RESERVE FOR LOSSES ON UNFUNDED CREDIT COMMITMENTS

<i>(dollars in thousands)</i>	2007	2006	2005	2004	2003
ALLOWANCE FOR LOAN LOSSES					
Balance at beginning of year	\$ 75,927	\$ 90,028	\$ 54,345	\$ 59,475	\$ 66,115
Allowance of acquired banks	2,791	2,908	3,648	2,461	-
Provision for credit losses	17,600	2,400	37,000	2,000	(3,500)
Loans charged off:					
Commercial, financial and agricultural	(9,452)	(15,841)	(7,047)	(9,680)	(7,286)
Real estate – commercial, construction and other	(4,370)	(6,535)	(438)	(932)	(963)
Real estate – residential mortgage	(1,726)	(555)	(295)	(619)	(1,176)
Individuals	(2,408)	(2,297)	(2,876)	(2,799)	(3,509)
Total charge-offs	(17,956)	(25,228)	(10,656)	(14,030)	(12,934)
Recoveries on loans previously charged off:					
Commercial, financial and agricultural	7,703	3,409	2,707	2,488	2,273
Real estate – commercial, construction and other	179	234	932	223	3,666
Real estate – residential mortgage	407	270	571	246	1,873
Individuals	1,258	1,906	1,481	1,482	1,982
Total recoveries	9,547	5,819	5,691	4,439	9,794
Net loans charged off	(8,409)	(19,409)	(4,965)	(9,591)	(3,140)
Balance at end of year	\$ 87,909	\$ 75,927	\$ 90,028	\$ 54,345	\$ 59,475
Ratios					
Net charge-offs to average loans	.11%	.29%	.08%	.19%	.07%
Gross charge-offs to average loans	.24	.37	.17	.27	.28
Recoveries to gross charge-offs	53.17	23.07	53.41	31.64	75.72
Allowance for loan losses to loans at end of year	1.16	1.08	1.37	.97	1.22
RESERVE FOR LOSSES ON UNFUNDED CREDIT COMMITMENTS					
Reserve at beginning of year	\$ 1,900	\$ 580	\$ -	\$ -	\$ -
Provision for credit losses	(600)	1,320	580	-	-
Reserve at end of year	\$ 1,300	\$ 1,900	\$ 580	\$ -	\$ -

TABLE 5. ALLOCATION OF THE ALLOWANCE FOR LOAN LOSSES

<i>(dollars in millions)</i>	2007		2006		2005		2004		2003	
	Balance	% Loans	Balance	% Loans	Balance	% Loans	Balance	% Loans	Balance	% Loans
Commercial, financial and agricultural	\$ 34.4	37%	\$ 31.4	38%	\$ 40.6	41%	\$ 24.3	43%	\$ 29.2	45%
Real estate – commercial, construction and other	40.6	46	31.8	44	29.8	42	21.2	39	19.2	35
Real estate – residential mortgage	5.4	12	4.0	13	7.3	12	4.2	12	5.0	13
Individuals	2.3	5	3.8	5	7.3	5	2.7	6	2.6	7
Unallocated	5.2	-	4.9	-	5.0	-	1.9	-	3.5	-
Total	\$ 87.9	100%	\$ 75.9	100%	\$ 90.0	100%	\$ 54.3	100%	\$ 59.5	100%

INVESTMENT SECURITIES

The investment securities portfolio balance of \$1.99 billion at December 31, 2007 was up \$99 million, or 5%, compared to December 31, 2006. Average investment securities increased \$69 million, or 4%, between 2006 and 2007. The composition of the average portfolio in investment securities and effective yields are shown in Table 12.

Information about the contractual maturity structure of investment securities at December 31, 2007, including the weighted-average yield on such securities, is shown in Table 6. The carrying value of securities with explicit call options totaled \$163 million at year-end 2007. These call options and the scheduled principal reductions and projected prepayments on mortgage-backed securities are not reflected in Table 6. Including expected principal reductions on mortgage-backed securities, the weighted-average maturity of the overall securities portfolio was approximately 32 months at December 31, 2007, compared to 37 months at year-end 2006.

The weighted-average taxable-equivalent portfolio yield was approximately 4.88% at December 31, 2007, compared to 4.74% at December 31, 2006. A substantial majority of the securities in the investment portfolio bear fixed interest rates. The investment in mortgage-backed securities with final contractual maturities beyond ten years shown in Table 6 included approximately \$225 million of adjustable-rate issues with a weighted-average yield of 4.42%. The initial reset dates on these securities are predominantly within three years of year-end 2007.

The mix of investments in the portfolio did not change significantly during 2007. The duration of the overall investment portfolio was 2.1 years at December 31, 2007, and would extend to 3.5 years assuming an immediate 300 basis point increase in market rates, according to the Company's asset/liability management model. Duration provides a measure of the sensitivity of the portfolio's fair value to changes in interest rates. At December 31, 2006, the portfolio's estimated duration was 2.4 years.

TABLE 6. DISTRIBUTION OF INVESTMENT MATURITIES

(dollars in thousands)	December 31, 2007									
	One year and less		Over one through five years		Over five through ten years		Over ten years		Total	
	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield
Securities Available for Sale										
Mortgage-backed securities ^(a)										
	\$ 2,208	5.09%	\$210,756	4.61%	\$243,883	5.09%	\$861,334	4.80%	\$1,318,181	4.82%
U. S. agency securities	230,398	3.90	104,311	4.49	-	-	-	-	334,709	4.08
Obligations of states and political subdivisions ^(b)										
	1,209	5.67	5,971	6.03	3,089	6.23	-	-	10,269	6.05
Other debt securities	1,198	6.69	3,643	5.63	250	5.10	-	-	5,091	5.85
Equity securities ^(c)	-	-	-	-	-	-	30,545	5.84	30,545	5.84
Total	\$235,013	3.93%	\$324,681	4.61%	\$247,222	5.10%	\$891,879	4.84%	\$1,698,795	4.71%
Securities Held to Maturity										
Obligations of states and political subdivisions ^(b)										
	\$ 71,190	5.62%	\$ 79,153	5.76%	\$ 77,495	5.94%	\$ 58,604	6.30%	\$ 286,442	5.88%
Total	\$ 71,190	5.62%	\$ 79,153	5.76%	\$ 77,495	5.94%	\$ 58,604	6.30%	\$ 286,442	5.88%

(a) Distributed by contractual maturity without regard to repayment schedules or projected prepayments.

(b) Tax exempt yields are expressed on a fully taxable-equivalent basis.

(c) These securities have no stated maturities or guaranteed dividends. Yield estimated based on expected near-term returns.

Securities available for sale made up the bulk of the total investment portfolio at December 31, 2007. Gross unrealized losses on securities available for sale totaled \$10.4 million at December 31, 2007 and were mainly related to mortgage-backed securities. The gross losses represented 1.2% of the total amortized cost of the underlying securities. Note 5 to the consolidated financial statements located in Item 8 of this annual report on Form 10-K provides information on the process followed by management to evaluate whether unrealized losses on securities, both those available for sale and those held to maturity, represent impairment that is other than temporary and that should be recognized with a charge to operations. Substantially all the unrealized losses at December 31, 2007 resulted from increases in market interest rates over the yields available at the time the underlying securities were purchased. Management identified no value impairment related to credit quality in the portfolio, and Whitney holds no securities that are tied to sub-prime home mortgage loans. In addition, management has the intent and ability to hold these securities until the market-based impairment is recovered; therefore, no value impairment was determined to be other than temporary.

The Company does not normally maintain a trading portfolio, other than holding trading account securities for short periods while buying and selling securities for customers. Such securities, if any, are included in other assets in the consolidated balance sheets.

Apart from securities issued or guaranteed by the U. S. government or its agencies, Whitney held no investment in the securities of a single issuer at December 31, 2007 that exceeded 10% of its shareholders' equity.

DEPOSITS AND BORROWINGS

Total deposits at December 31, 2007 were up 2%, or \$150 million, compared to a year earlier, mainly reflecting the deposits added with the Signature acquisition. This followed a decrease of 2%, or \$172 million, from year-end 2005 to the end of 2006. The surge in deposits after the late-summer hurricanes of 2005 peaked around the end of the first quarter of 2006, and anticipated reductions became evident mainly over the second half of 2006. After some further reduction in early 2007 in the post-storm deposit accumulation, Whitney has been returning to more normal deposit trends later in the year, both with respect to seasonal fluctuations and overall growth rates. On average, total deposits decreased 1%, or approximately \$79 million, in 2007 compared to 2006. Table 7 shows the composition of deposits at December 31, 2007 and at the end of the two previous years. The composition of average deposits and the effective rate paid on interest-bearing deposits for each of these years is presented in Table 12.

TABLE 7. DEPOSIT COMPOSITION

<i>(dollars in thousands)</i>	2007		2006		2005	
Noninterest-bearing demand deposits	\$2,740,019	32%	\$2,947,997	35%	\$3,301,227	38%
Interest-bearing deposits:						
NOW account deposits	1,151,988	13	1,099,408	13	1,116,000	13
Money market deposits	1,229,715	14	1,185,610	14	1,103,510	13
Savings deposits	879,609	10	965,652	11	1,120,078	13
Other time deposits	823,884	10	750,165	9	717,938	8
Time deposits \$100,000 and over	1,758,574	21	1,484,476	18	1,246,083	15
Total interest-bearing	5,843,770	68	5,485,311	65	5,303,609	62
Total	\$8,583,789	100%	\$8,433,308	100%	\$8,604,836	100%

The post-storm influx of deposits was initially concentrated in noninterest-bearing and certain other lower-cost deposit products, particularly personal savings accounts. The anticipated reductions to these storm-related deposits as well as some migration to higher-yielding products contributed to a 3%, or \$197 million, decrease in lower-cost deposits from December 31, 2006 to the end of 2007, and a decrease of 10%, or \$639 million, in the two years since December 31, 2005. Noninterest-bearing demand deposits comprised 32% of total deposits at December 31, 2007, comparable to pre-storm levels, but down from 35% a year earlier and 38% at the end of 2005.

Higher-cost time deposits at December 31, 2007 were up 16%, or \$348 million, compared to year-end 2006, with approximately \$47 million associated with Signature. A portion of this growth reflected efforts to attract new customers in certain parts of Whitney's market area where banking relationships were disrupted by mergers of competitors. Time deposits of \$100,000 or more include competitively bid public funds and excess funds of certain commercial and private banking customers that are maintained in treasury-management deposit products pending redeployment for corporate or investment purposes. Whitney has attracted these funds partly as an alternative to other short-term borrowings. Customers held \$705 million of funds in treasury-management deposit products at December 31, 2007, up \$219 million from the total held at December 31, 2006. Strong liquidity among Whitney's commercial customers, particularly those in the oil and gas industry and in heavy construction, has supported this growth. Public fund time deposits totaled \$251 million at year-end 2007, which was \$12 million lower than the end of 2006.

TABLE 8. MATURITIES OF TIME DEPOSITS

<i>(in thousands)</i>	Deposits of \$100,000 or more	Deposits of less than \$100,000	Total
Three months or less	\$1,184,157	\$267,904	\$1,452,061
Over three months through six months	315,616	239,574	555,190
Over six months through twelve months	231,872	224,273	456,145
Over twelve months	26,929	92,133	119,062
Total	\$1,758,574	\$823,884	\$2,582,458

Short-term and other borrowings at December 31, 2007 were up 82%, or \$410 million, from year-end 2006. The main source of short-term borrowings has been the sale of securities under repurchase agreements to customers using Whitney's treasury management sweep product. Total borrowings from customers under repurchase agreements increased approximately 76%, or \$333 million, from year-end 2006 to the end of 2007, reflecting in part certain large customer transactions at the end of the current year. Average borrowings under repurchase agreements increased 19%, or \$92 million, between 2006 and 2007. The strong liquidity in the commercial customer base has also supported the growth in this source of funds. Because of the underlying customer relationship, these borrowings can be a relatively stable source of funds. Additional information on borrowings, including yields and maximum amounts borrowed, is presented in Note 12 to the consolidated financial statements located in Item 8 of this annual report on Form 10-K.

In late March 2007, the Bank issued \$150 million in ten-year subordinated notes to augment the Bank's regulatory capital and enhance its capacity for future growth.

SHAREHOLDERS' EQUITY AND CAPITAL ADEQUACY

Shareholders' equity totaled \$1.23 billion at December 31, 2007, which represented an increase of \$116 million from the end of 2006. The 1.49 million shares issued in the acquisition of Signature in March 2007 were valued at \$48 million. Whitney repurchased 1.90 million of its common shares during 2007 at a cost of \$50 million under a program announced in November 2007 to repurchase up to four million shares. The Company retained \$72 million of earnings, net of dividends declared, and recognized other comprehensive income of \$18 million representing an unrealized net holding gain on securities available for sale during 2007. Whitney recognized \$19 million in additional equity during 2007 from activity in share-based compensation plans for employees and directors, including option exercises. Total shareholders' equity grew \$152 million in 2006, to \$1.11 billion at December 31, 2006. Whitney issued 2.16 million shares in the acquisition of First National Bancshares, Inc. in April 2006 that were valued at \$75 million. During 2006, the Company retained \$74 million of earnings, net of dividends declared, but this was partly offset by a \$22 million charge to accumulated comprehensive income on the adoption of SFAS No. 158 as discussed in Note 15 in Item 8. Activity in share-based compensation plans during 2006 generated \$20 million in additional equity for the year. The Company declared dividends during 2007 that represented a payout totaling 52% of earnings for the year. The dividend payout ratio was 49% in 2006 and 60% in 2005.

The ratios in Table 9 indicate that the Company remained strongly capitalized at December 31, 2007. Tier 2 and total regulatory capital at December 31, 2007 include \$150 million in subordinated debt issued by the Bank in the first quarter of 2007. The increase in risk-weighted assets from the end of 2006 mainly reflected the impact of the Signature acquisition and organic loan growth. The goodwill and other intangible assets recognized in business acquisitions are excluded from risk-weighted assets. These intangible assets, however, are also deducted in determining regulatory capital and thereby serve to offset the addition to capital for the value of shares issued as consideration for the acquisition.

TABLE 9. RISK-BASED CAPITAL AND CAPITAL RATIOS

<i>(dollars in thousands)</i>	2007	2006	2005	2004	2003
Tier 1 regulatory capital	\$ 911,141	\$ 853,774	\$ 765,881	\$ 767,717	\$ 739,236
Tier 2 regulatory capital	238,967	77,827	90,608	54,345	59,475
Total regulatory capital	\$1,150,108	\$ 931,601	\$ 856,489	\$ 822,062	\$ 798,711
Risk-weighted assets	\$9,023,862	\$8,340,926	\$7,746,046	\$6,527,821	\$5,777,094
Ratios					
Leverage ratio (Tier 1 capital to average assets)	8.79%	8.76%	8.21%	9.56%	10.13%
Tier 1 capital to risk-weighted assets	10.10	10.24	9.89	11.76	12.80
Total capital to risk-weighted assets	12.75	11.17	11.06	12.59	13.83
Shareholders' equity to total assets	11.14	10.93	9.51	11.00	10.84

The regulatory capital ratios for the Bank exceed the minimum required ratios, and the Bank has been categorized as "well-capitalized" in the most recent notice received from its primary regulatory agency.

LIQUIDITY MANAGEMENT AND CONTRACTUAL OBLIGATIONS

Liquidity Management

The objective of liquidity management is to ensure that funds are available to meet cash flow requirements of depositors and borrowers, while at the same time meeting the operating, capital and strategic cash flow needs of the Company and the Bank. Whitney develops its liquidity management strategies and measures and monitors liquidity risk as part of its overall asset/liability management process, making full use of quantitative modeling tools available to project cash flows under a variety of possible scenarios. Projections are also made assuming credit-stressed conditions, although such conditions are not currently anticipated.

Liquidity management on the asset side primarily addresses the composition and maturity structure of the loan portfolio and the portfolio of investment securities and their impact on the Company's ability to generate cash flows from scheduled payments, contractual maturities, and prepayments, through use as collateral for borrowings, and through possible sale or securitization. Table 2 above presents the contractual maturity structure of the loan portfolio and Table 6 presents contractual investment maturities.

On the liability side, liquidity management focuses on growing the base of core deposits at competitive rates, including the use of treasury-management products for commercial customers, while at the same time ensuring access to economical wholesale funding sources. The section above on "Deposits and Borrowings" discusses changes in these liability-funding sources in 2007. The Bank is a member of the Federal Home Loan Bank (FHLB) system, which provides the Bank access to a variety of FHLB advance products as an alternative source of funds. In addition, both the Company and the Bank have access to external funding sources in the financial markets, and the Bank has developed the ability to gather deposits at a nationwide level, although it has not used this ability to date.

Cash generated from operations is another important source of funds to meet liquidity needs. The consolidated statements of cash flows located in Item 8 of this annual report on Form 10-K present operating cash flows and summarize all significant sources and uses of funds for each year in the three-year period ended December 31, 2007.

At December 31, 2007, Whitney Holding Corporation had approximately \$126 million in cash and demand notes from the Bank available to provide liquidity for acquisitions, dividend payments to shareholders, stock repurchases or other corporate uses, before consideration of any future dividends that may be received from the Bank. During 2008, the Bank will have available an amount equal to approximately \$113 million plus its current net income to declare as dividends to the Company without prior regulatory approval.

Contractual Obligations

Table 10 summarizes payments due from the Company and the Bank under specified long-term and certain other contractual obligations as of December 31, 2007. Obligations under deposit contracts and short-term borrowings are not included. The maturities of time deposits are scheduled in Table 8 above in the section on "Deposits and Borrowings." Purchase obligations represent legal and binding contracts to purchase services or goods that cannot be settled or terminated without paying substantially all of the contractual amounts. Not included are a number of contracts entered into to support ongoing operations that either do not specify fixed or minimum amounts of goods or services or are cancelable on short notice without cause and without significant penalty. The consolidated statements of cash flows provide a picture of Whitney's ability to fund these and other more significant cash operating expenses, such as interest expense and compensation and benefits, out of current operating cash flows.

TABLE 10. CONTRACTUAL OBLIGATIONS

<i>(in thousands)</i>	Payments due by period from December 31, 2007				
	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
Operating lease obligations	\$ 84,593	\$10,082	\$16,239	\$11,924	\$46,348
Purchase obligations	26,910	12,804	9,648	4,458	-
Long-term debt service ^(a)	248,721	17,629	17,625	23,811	189,656
Other long-term liabilities ^{(b) (c)}	-	-	-	-	-
Total	\$360,224	\$40,515	\$43,512	\$40,193	\$236,004

(a) Principal payments on callable subordinated debentures are scheduled by expected call dates.

(b) Obligations under the qualified defined benefit pension plan are not included. Whitney anticipates making a pension contribution of approximately \$8 million during 2008. No significant near-term payments are expected under the unfunded nonqualified pension plan. A \$10.8 million nonqualified plan obligation was recorded at year-end 2007.

(c) The recorded obligation for postretirement benefits other than pensions was \$15.2 million at December 31, 2007. The funding to purchase benefits for current retirees, net of retiree contributions, has not been significant.

OFF-BALANCE SHEET ARRANGEMENTS

As a normal part of its business, the Company enters into arrangements that create financial obligations that are not recognized, wholly or in part, in the consolidated financial statements. Certain of these arrangements, such as noncancelable operating leases, are reflected in Table 10 above. The most significant off-balance sheet obligations are the Bank's commitments under traditional credit-related financial instruments. Table 11 schedules these commitments as of December 31, 2007 by the periods in which they expire. Commitments under credit card and personal credit lines generally have no stated maturity.

TABLE 11. CREDIT-RELATED COMMITMENTS

<i>(in thousands)</i>	Commitments expiring by period from December 31, 2007				
	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
Loan commitments – revolving	\$2,475,656	\$1,740,114	\$308,981	\$393,552	\$33,009
Loan commitments – nonrevolving	534,673	304,270	229,604	799	-
Credit card and personal credit lines	551,748	551,748	-	-	-
Standby and other letters of credit	391,922	308,990	35,408	47,524	-
Total	\$3,953,999	\$2,905,122	\$573,993	\$441,875	\$33,009

Revolving loan commitments are issued primarily to support commercial activities. The availability of funds under revolving loan commitments generally depends on whether the borrower continues to meet credit standards established in the underlying contract and has not violated other contractual conditions. A number of such commitments are used only partially or, in some cases, not at all before they expire. Credit card and personal credit lines are generally subject to cancellation if the borrower's credit quality deteriorates, and many lines remain partly or wholly unused. Unfunded balances on revolving loan commitments and credit lines should not be used to project actual future liquidity requirements. Nonrevolving loan commitments are issued mainly to provide financing for the acquisition and development or construction of real property, both commercial and residential, although many are not expected to lead to permanent financing by the Bank. Expectations about the level of draws under all credit-related commitments are incorporated into the Company's liquidity and asset/liability management models.

Substantially all of the letters of credit are standby agreements that obligate the Bank to fulfill a customer's financial commitments to a third party if the customer is unable to perform. The Bank issues standby letters of credit primarily to provide credit enhancement to its customers' other commercial or public financing arrangements and to help them demonstrate financial capacity to vendors. The Bank has historically had minimal calls to perform under standby agreements.

ASSET/LIABILITY MANAGEMENT

The objective of the Company's asset/liability management is to implement strategies for the funding and deployment of its financial resources that are expected to maximize soundness and profitability over time at acceptable levels of risk.

Interest rate sensitivity is the potential impact of changing rate environments on both net interest income and cash flows. The Company has developed a model to measure its interest rate sensitivity over the near term by running net interest income simulations and monitors longer-term interest rate risk by modeling the sensitivity of its economic value of equity. The model can be used to test the Company's sensitivity in various economic environments. The model incorporates management's assumptions and expectations regarding such factors as loan and deposit growth, pricing, prepayment speeds and spreads between interest rates. Assumptions can also be entered into the model to evaluate the impact of possible strategic responses to changes in the competitive environment. Management, through the Company's Investment and Asset & Liability Committee, monitors simulation results against rate sensitivity guidelines specified in Whitney's asset/liability management policy.

The net interest income simulations run at the end of 2007 indicated that Whitney was moderately asset sensitive over the near term, similar to its position at year-end 2006. Based on these simulations, annual net interest income (TE) would be expected to increase \$24.3 million, or 5.2%, and decrease \$26.5 million, or 5.6%, if interest rates instantaneously increased or decreased, respectively, from current rates by 100 basis points. These changes are measured against the results of a base simulation run that uses growth forecasts as of the measurement date and that assumes a stable rate environment and structure. The comparable simulation run at year-end 2006 produced results that ranged from a positive impact on net interest income (TE) of \$21.1 million, or 4.4%, to a negative impact of \$22.1 million, or 4.6%.

The actual impact that changes in interest rates have on net interest income will depend on many factors. These factors include Whitney's ability to achieve expected growth in earning assets and maintain a desired mix of earning assets and interest-bearing liabilities, the actual timing when assets and liabilities reprice, the magnitude of interest rate changes and corresponding movement in interest rate spreads, and the level of success of asset/liability management strategies that are implemented.

Changes in interest rates affect the fair values of financial instruments. The earlier section on Investment Securities and Notes 5 and 19 to the consolidated financial statements located in Item 8 of this annual report on Form 10-K contain information regarding fair values.

The Company has made minimal use of investments in financial instruments or participations in agreements with values that are linked to or derived from changes in the value of some underlying asset or index. These are commonly referred to as derivatives and include such instruments as interest rate swaps, futures, forward contracts, option contracts, and other financial arrangements with similar characteristics. Management continues to evaluate whether to make additional use of derivatives as part of its asset/liability and liquidity management processes.

RESULTS OF OPERATIONS

NET INTEREST INCOME (TE)

Whitney's net interest income (TE) decreased \$6.6 million, or 1%, in 2007 compared to 2006. Average earning assets were 3%, or \$287 million, higher in 2007, while the net interest margin (TE) contracted 22 basis points to 4.89% from 2006. The net interest margin is net interest income (TE) as a percent of average earning assets. Tables 12 and 13 provide details on the components of the Company's net interest income (TE) and net interest margin (TE).

The overall yield on earning assets increased 26 basis points to 6.92% in 2007, mainly reflecting the shift in the asset mix. Loans, which in Table 12 include loans held for sale, comprised 76% of average earning assets for 2007 compared to 73% in 2006. There was a similar decrease in the percentage of short-term investments in the earning-asset mix in 2007 compared to 2006, when the Company's liquidity position was still impacted by the deposit build-up following the 2005 hurricanes. Loan yields (TE) for 2007 were up 14 basis points compared to 2006. Whitney's loan portfolio includes a large variable-rate segment, and the underlying benchmark rates in 2007 were relatively stable on average compared to 2006, with declines noted toward the end of the 2007 and continuing into early 2008. The rates on approximately 28%, or \$2.1 billion, of the loan portfolio at year-end 2007 were tied to changes in Libor benchmarks, with another 25%, or \$1.9 billion, tied to prime. Declines in Libor-based indices lagged as overall market rates eased in the latter part of 2007, but have resumed more normal patterns in early 2008. The yield (TE) on the largely fixed-rate investment portfolio improved 22 basis points between 2006 and 2007.

The overall cost of funds for 2007 increased 48 basis points from 2006, mainly in response to the shift in the funding mix toward higher-cost sources coupled with continued pressure from competitive market rates. Average deposits in 2007 declined 1% compared to 2006. Average noninterest-bearing deposits funded approximately 28% of average earning assets in 2007, and the percentage of funding from all noninterest-bearing sources was 33% for the year. These percentages, while down from 32% and 36%, respectively, in 2006, are comparable to pre-storm levels. Higher-cost interest-bearing funds, which include time deposits and borrowings, funded 34% of average earning assets in 2007, compared to 29% in 2006, and up somewhat from pre-storm levels. This reflected a number of factors, including the relative attractiveness of rates on the underlying deposit products in response to market rates, increased use of the Company's treasury-management deposit products by commercial customers with excess liquidity, and the issuance of \$150 million in long-term subordinated Bank debt in late March 2007.

Overall, Whitney continues to be moderately asset sensitive over the near term. As the overall economic outlook has weakened, management has anticipated downward pressure on market interest rates and is continuing to aggressively manage its deposit and loan rates to mitigate the impact of the rate environment on its net interest income.

TABLE 12. SUMMARY OF AVERAGE BALANCE SHEETS, NET INTEREST INCOME(TE)^(a) AND YIELDS AND RATES

<i>(dollars in thousands)</i>	Year Ended			Year Ended			Year Ended		
	December 31, 2007			December 31, 2006			December 31, 2005		
	Average Balance	Interest	Yield/ Rate	Average Balance	Interest	Yield/ Rate	Average Balance	Interest	Yield/ Rate
ASSETS									
EARNING ASSETS									
Loans (TE) ^{(b) (c)}	\$ 7,364,777	\$556,170	7.55%	\$ 6,803,228	\$504,162	7.41%	\$6,174,972	\$390,835	6.33%
Mortgage-backed securities	1,236,977	58,625	4.74	1,182,700	54,024	4.57	1,185,587	50,978	4.30
U.S. agency securities	312,950	12,936	4.13	317,310	12,090	3.81	314,031	10,295	3.28
U.S. Treasury securities	22,744	1,111	4.88	41,211	1,237	3.00	61,510	1,987	3.23
Obligations of states and political subdivisions (TE)	285,388	16,964	5.94	249,035	15,106	6.07	236,782	14,579	6.16
Other securities	35,807	2,133	5.96	34,390	1,966	5.72	38,318	1,870	4.88
Total investment securities	1,893,866	91,769	4.85	1,824,646	84,423	4.63	1,836,228	79,709	4.34
Federal funds sold and short-term investments	377,943	19,243	5.09	721,388	33,998	4.71	87,798	3,421	3.90
Total earning assets	9,636,586	\$667,182	6.92%	9,349,262	\$622,583	6.66%	8,098,998	\$473,965	5.85%
NON-EARNING ASSETS									
Other assets	954,840			978,761			870,447		
Allowance for loan losses	(79,004)			(85,185)			(66,124)		
Total assets	\$10,512,422			\$10,242,838			\$8,903,321		
LIABILITIES AND SHAREHOLDERS' EQUITY									
INTEREST-BEARING LIABILITIES									
NOW account deposits	\$ 1,034,811	\$ 12,074	1.17%	\$ 1,055,979	\$ 8,210	.78%	\$ 919,722	\$ 4,769	.52%
Money market deposits	1,222,341	35,454	2.90	1,172,964	26,540	2.26	1,191,736	11,920	1.00
Savings deposits	920,028	8,879	.97	1,123,647	11,384	1.01	829,777	5,986	.72
Other time deposits	829,264	31,736	3.83	750,557	22,350	2.98	723,396	12,742	1.76
Time deposits \$100,000 and over	1,682,981	74,857	4.45	1,339,829	53,591	4.00	1,120,566	29,035	2.59
Total interest-bearing deposits	5,689,425	163,000	2.86	5,442,976	122,075	2.24	4,785,197	64,452	1.35
Short-term and other borrowings	641,758	25,055	3.90	564,835	21,922	3.88	642,020	15,649	2.44
Long-term debt	136,459	8,259	6.05	18,010	1,163	6.46	19,662	885	4.50
Total interest-bearing liabilities	6,467,642	\$196,314	3.04%	6,025,821	\$145,160	2.41%	5,446,879	\$ 80,986	1.49%
NONINTEREST-BEARING LIABILITIES AND SHAREHOLDERS' EQUITY									
Demand deposits	2,708,353			3,033,978			2,439,229		
Other liabilities	126,504			117,736			81,851		
Shareholders' equity	1,209,923			1,065,303			935,362		
Total liabilities and shareholders' equity	\$10,512,422			\$10,242,838			\$8,903,321		
Net interest income and margin (TE)		\$470,868	4.89%		\$477,423	5.11%		\$392,979	4.85%
Net earning assets and spread	\$ 3,168,944		3.88%	\$ 3,323,441		4.25%	\$2,652,119		4.36%
Interest cost of funding earning assets			2.03%			1.55%			1.00%

(a) Tax-equivalent (TE) amounts are calculated using a marginal federal income tax rate of 35%.

(b) Includes loans held for sale.

(c) Average balance includes nonaccruing loans of \$66,051 in 2007, \$59,622 in 2006 and \$26,848 in 2005.

TABLE 13. SUMMARY OF CHANGES IN NET INTEREST INCOME(TE)^{(a) (b)}

<i>(dollars in thousands)</i>	Year Ended December 31, 2007 Compared to 2006			Year Ended December 31, 2006 Compared to 2005		
	Due to Change in		Total Increase (Decrease)	Due to Change in		Total Increase (Decrease)
	Volume	Yield/Rate		Volume	Rate	
INTEREST INCOME (TE)						
Loans (TE)	\$ 42,258	\$ 9,750	\$ 52,008	\$42,300	\$71,027	\$113,327
Mortgage-backed securities	2,530	2,071	4,601	(124)	3,170	3,046
U.S. agency securities	(168)	1,014	846	109	1,686	1,795
U.S. Treasury securities	(699)	573	(126)	(618)	(132)	(750)
Obligations of states and political subdivisions (TE)	2,166	(308)	1,858	746	(219)	527
Other securities	83	84	167	(204)	300	96
Total investment securities	3,912	3,434	7,346	(91)	4,805	4,714
Federal funds sold and short-term investments	(17,299)	2,544	(14,755)	29,714	863	30,577
Total interest income (TE)	28,871	15,728	44,599	71,923	76,695	148,618
INTEREST EXPENSE						
NOW account deposits	(168)	4,032	3,864	787	2,654	3,441
Money market deposits	1,158	7,756	8,914	(191)	14,811	14,620
Savings deposits	(1,985)	(520)	(2,505)	2,520	2,878	5,398
Other time deposits	2,523	6,863	9,386	495	9,113	9,608
Time deposits \$100,000 and over	14,795	6,471	21,266	6,499	18,057	24,556
Total interest-bearing deposits	16,323	24,602	40,925	10,110	47,513	57,623
Short-term borrowings	3,003	130	3,133	(2,069)	8,342	6,273
Long-term debt	7,174	(78)	7,096	(80)	358	278
Total interest expense	26,500	24,654	51,154	7,961	56,213	64,174
Change in net interest income (TE)	\$ 2,371	\$ (8,926)	\$ (6,555)	\$63,962	\$20,482	\$ 84,444

(a) Tax-equivalent (TE) amounts are calculated using a marginal federal income tax rate of 35%.

(b) The change in interest shown as due to changes in either volume or rate includes an allocation of the amount that reflects the interaction of volume and rate changes. This allocation is based on the absolute dollar amounts of change due solely to changes in volume or rate.

Net interest income (TE) increased \$84.4 million, or 21%, in 2006 compared to 2005, driven by 15% growth in average earning assets between these periods and a 26-basis point widening of the net interest margin. The most important factors behind the increase in net interest income in 2006 were earning asset growth, supported in part by the funds retained from the post-storm deposit build-up, higher short-term market interest rates, the favorable impact on the funding mix of post-storm liquidity in the deposit base, and active management of the pricing structure for both loans and deposits.

A portion of the increase in average earning assets in 2006 reflected the significant influx of deposit funds that followed the late-summer hurricanes in 2005 which were mainly deployed in short-term investments. Liquidity-management investments increased to 8% of average earning assets in 2006 as compared to 1% in 2005, while loans comprised 73% of earning assets in 2006, down from 76% in 2005. The overall yield on earning assets increased 81 basis points to 6.66% in 2006, despite the higher percentage of lower-yielding short-term investments in the earning asset mix compared to 2005. The main factor behind the overall yield improvement was the rise in benchmark rates for the large variable-rate segment of Whitney's loan portfolio. Loan yields (TE) for 2006 were up 108 basis points compared to 2005. The yield (TE) on the largely fixed-rate investment portfolio improved 29 basis points between 2005 and 2006.

The growth in earning assets in 2006 was funded primarily by a 17% increase in average deposits compared to 2005. The funds retained during 2006 from the post-storm deposit build-up contributed to a favorable shift in the overall funding mix compared to 2005 and supported Whitney's efforts to control the upward market pressure on funding rates through deposit-pricing management. The percentage of earning assets funded by noninterest-bearing deposits was 32% in 2006, up from 30% in 2005, and the percentage of funding from all noninterest-bearing sources increased to 36% in 2006 from 33% in the prior year. Higher-cost sources of funds declined to 28% of average earning assets in 2006 from 31% in 2005. The overall cost of funds for 2006 was up 55 basis points from 2005. The rate on lower-cost interest-bearing deposits increased 61 basis points in 2006 compared to 2005, while the rate on more market-sensitive higher-cost sources of funds was up 137 basis points between these years.

PROVISION FOR CREDIT LOSSES

Whitney provided \$17.0 million for credit losses in 2007 compared to \$3.7 million in 2006. Whitney's nonperforming loans and loans criticized through its credit-risk rating process increased during 2007, mainly reflecting weaknesses identified in residential-related credits. Loan charge-offs, net of recoveries, were \$8.4 million, or .11% of average loans, in 2007, compared to \$19.4 million, or .29% of average loans, in 2006.

For a more detailed discussion of changes in the allowance for loan losses, the reserve for unfunded credit commitments, trends in nonperforming assets and general credit quality, see the earlier section on "Loans, Credit Risk Management and Allowance and Reserve for Credit Losses." The future level of the allowance and reserve and the provisions for credit losses will reflect management's ongoing evaluation of credit risk, based on established internal policies and practices.

NONINTEREST INCOME

Table 14 shows the components of noninterest income for each year in the three-year period ended December 31, 2007, along with the percent changes between years for each component. The 2007 total includes the \$31.3 million gain recognized on the final settlement of insurance claims that had arisen primarily from the 2005 hurricanes. Excluding this gain and income associated with foreclosed assets and surplus property, noninterest income grew 9%, or \$7.6 million, in 2007 and 6%, or \$4.6 million, in 2006.

TABLE 14. NONINTEREST INCOME

<i>(dollars in thousands)</i>	2007	% change	2006	% change	2005
Service charges on deposit accounts	\$ 30,676	9%	\$28,058	(8)%	\$30,579
Bank card fees	16,487	10	14,999	25	11,972
Trust service fees	12,969	15	11,268	19	9,483
Secondary mortgage market operations	4,915	(6)	5,254	5	5,022
Credit-related fees	5,417	2	5,307	6	5,029
Investment services income	5,836	17	4,994	37	3,655
ATM fees	5,374	4	5,154	26	4,085
Other fees and charges	4,818	7	4,511	13	3,745
Other operating income	35,181	999	3,201	(25)	4,536
Net gain on sales and other					
revenue from foreclosed assets	5,109	(a)	2,102	(a)	2,692
Net gain (loss) on disposals of surplus property	(100)	(a)	(57)	(a)	1,369
Securities transactions	(1)	(a)	-	(a)	68
Total noninterest income	\$126,681	49%	\$84,791	3%	\$82,235

(a) Percentage change not meaningful.

Income from service charges on deposit accounts increased 9%, or \$2.6 million, in 2007, following an 8% decline between 2006 and 2005. Service charges include fees for specific transactions or services, such as processing return items or wire transfers, periodic account maintenance fees for both business and personal customers, and other revenue associated with deposit accounts, such as commissions on check sales.

Charges earned on specific transactions and services in 2007 were up 12%, or \$2.1 million, compared to 2006. This followed a decrease of \$.3 million in 2006 compared to 2005. The main component of this income category is fees earned on items returned for insufficient funds and for overdrafts. The higher deposit account balances maintained after the 2005 storms by customers in the areas most impacted had reduced charging opportunities in the latter part of 2005 and through much of the first half of 2006. The increase in income in 2007 reflected a return to more normal levels of fees charged as well as some improved pricing. Broad trends in how customers execute transactions have been reducing charging opportunities in recent years.

Account maintenance fees for business customers were up 9%, or \$.5 million, in 2007, after decreasing 21%, or \$1.5 million, in 2006. The fees charged on a large number of Whitney's business accounts are based on an analysis of account activity, and these customers are allowed to offset accumulated charges with an earnings credit based on balances maintained in the account. The short-term market rates used to calculate the earnings credit rates declined slightly on average between 2006 and 2007, with a more rapid decrease toward the end of 2007 and into early 2008, and this supported a 10%, or \$.4 million, increase in analysis account fees in 2007. Earnings credit rates rose with the underlying market rates throughout 2005 and the first half of 2006 contributing to a 26%, or \$1.4 million, decrease in analysis account fees in 2006 compared to 2005. Analysis fee income in the early part of 2006 was also negatively impacted by higher levels of liquidity in the deposit base. Trends in processing business transactions have led to reduced volumes of chargeable account activity in recent years.

Personal account service charges were stable between 2006 and 2007, after decreasing \$.8 million from 2005 to 2006. High deposit base liquidity was a factor behind the \$.8 million decrease in personal account service charges between 2005 and 2006, as was the impact of the loss of some storm-dislocated customers. Aggressive competition has held down the pricing for fees charged to service these deposit accounts.

Bank card fees increased 10%, or \$1.5 million, in 2007 and 25%, or \$3.0 million, in 2006. This income category includes fees from activity on Bank-issued debit and credit cards as well as from merchant processing services. Transaction volume on Bank-issued cards was up approximately 4% in 2007 and 24% in 2006. There had been a surge in transaction volume in the latter part of 2005, particularly from debit card activity, indicating in part a change in payment behavior within the customer base dislocated by that year's late summer storms. The continuation of this behavioral change and the introduction of a rewards program for credit card customers helped increase debit card transaction volume by 26% in 2006 and credit card volume by 18% compared to 2005. These growth rates moderated in 2007, when debit card volume was up 2% and credit card volume increased 11%.

Ongoing customer development efforts and improved market conditions for much of the year helped increase trust service fees by 15%, or \$1.7 million, in 2007. This followed a 19% increase in 2006 compared to 2005 that was mainly driven by new business, including the addition of the trust business acquired with First National Bancshares, Inc., and generally favorable market conditions. Whitney has positioned relationship officers to attract and service trust and wealth management customers across its market area.

Fee income generated by Whitney's secondary mortgage market operations decreased 6% in 2007 after growing 5% in 2006. Completed sales of home loans totaled approximately \$290 million in 2007, \$320 million in 2006 and \$300 million in 2005. Relatively broad weakness in the overall housing market is expected to persist well into 2008, although Whitney has positioned additional resources in market areas with the best potential for loan production.

Investment services income increased 17%, or \$.8 million, in 2007, following a 37%, or \$1.3 million, increase in 2006 compared to 2005. Investment services include stock brokerage and annuity sales as well as fixed-income securities transactions for correspondent banks and other commercial and personal customers. The investment services operations of acquired banks contributed to the income improvement in 2006. Whitney is nearing completion of its migration to a new investment services platform through which it can offer expanded investment options, products and services to current and prospective customers.

ATM fees in 2005 had been reduced by a temporary fee-waiver policy instituted shortly after the late summer storms and by the temporary unavailability of certain equipment. Fees generated by insurance operations were the main factor behind the increase in the total for other fees and charges for 2006. Rising premiums and changes in the type of coverage available from different insurance carriers contributed to this improvement.

The settlement of a pension liability from an acquired entity produced a gain of \$.5 million in 2007 that was included with other operating income. During 2005, PULSE EFT Association was sold to Discover Financial Services. As a member of the PULSE electronic payment network, Whitney received distributions totaling approximately \$1.1 million that were reported with other operating income for 2005.

The net gain on sales and other revenue from foreclosed assets includes income from grandfathered assets that varies from year to year as opportunities for sales arise. The net gain or loss recognized in each period from dispositions of surplus banking property is also shown in Table 14. Management evaluates its banking facilities on an ongoing basis to identify possible under-utilization and to determine the need for functional improvements, relocations or possible sales.

NONINTEREST EXPENSE

Table 15 shows the components of noninterest expense for each year in the three-year period ended December 31, 2007, along with the percent changes between years for each component. Noninterest expense increased 3%, or \$10.6 million, in 2007, following an increase of 18%, or \$52.1 million, from 2005 to 2006. Incremental operating costs associated with acquired operations, including the amortization of acquired intangibles, totaled approximately \$8.5 million in 2007 and \$10.4 million in 2006.

Initiatives undertaken to reduce Whitney's exposure to natural disasters and make its disaster recovery plans and operating arrangements more resilient following the late-summer storms of 2005 added a new layer of recurring expense beginning in 2006 that mainly impacted the occupancy, data processing and equipment and telecommunication expense categories. As a result of the catastrophic 2005 storm season, the Company also saw the cost of its casualty insurance increase substantially. Nonrecurring or irregular expense items associated with the 2005 storms were incurred in each of the years shown in Table 15. These totaled approximately \$2 million in 2007, \$11 million in 2006 and \$5 million in 2005. Certain of these expense items are detailed in the following discussion of changes in individual expense categories.

TABLE 15. NONINTEREST EXPENSE

<i>(dollars in thousands)</i>	2007	% change	2006	% change	2005
Employee compensation	\$159,850	10%	\$145,189	10%	\$132,488
Employee benefits	33,694	(4)	35,027	6	33,020
Total personnel	193,544	7	180,216	9	165,508
Net occupancy	33,568	13	29,836	31	22,846
Equipment and data processing	22,886	9	21,083	22	17,344
Telecommunication and postage	12,420	15	10,795	18	9,154
Corporate value and franchise taxes	9,571	9	8,780	12	7,824
Legal and other professional services	10,652	(9)	11,663	91	6,091
Amortization of intangibles	10,879	4	10,426	26	8,261
Security and other outsourced services	15,735	7	14,755	41	10,493
Advertising and promotion	4,740	(32)	6,999	58	4,436
Operating supplies	4,120	(7)	4,419	15	3,853
Bank card processing services	4,008	14	3,508	16	3,036
Deposit insurance and regulatory fees	2,462	(1)	2,494	15	2,160
Miscellaneous operating losses	4,140	(51)	8,449	40	6,044
Other operating expense	20,383	(19)	25,050	29	19,348
Total noninterest expense	\$349,108	3%	\$338,473	18%	\$286,398

Employee compensation increased 10%, or \$14.7 million, in 2007, and was up 10%, or \$12.7 million, in 2006. Employee compensation includes base pay and contract labor costs, compensation earned under sales-based and other employee incentive programs, and compensation expense under management incentive plans.

Base pay, the cost of contract labor and compensation earned under sales-based incentive programs increased 10%, or \$12.0 million, in 2007, with approximately \$3.1 million of the total increase related to the staff of acquired operations. This followed an increase of 8%, or \$9.8 million, from 2005 to 2006, when acquired operations contributed approximately \$4.2 million to the total change. Compensation under incentive-programs was up \$1.7 million in 2007, reflecting both the growth in certain fee-based income categories discussed earlier and an improvement in estimated performance levels used to determine annual incentives for basic banking services. Excluding the impact of acquisitions in each year, Whitney's full-time equivalent staff grew on average by 1% in 2007 compared to 2006, as staff additions to fill openings caused by storm-related attrition were largely offset by reductions identified as part of recent cost control programs. There was a 3% reduction in the average staff level in 2006 compared to 2005, again excluding the impact of acquisitions. This reduction reflected the impact of

temporary storm-related attrition and some branch closures, but the benefit to expense in 2006 from this staff reduction was offset by additional contract labor, some of which continued into 2007. Compensation expense in both 2007 and 2006 was negatively impacted by salary scale adjustments needed to address post-storm changes in the cost of living in impacted areas and increased competition for limited labor resources.

Compensation expense associated with management incentive programs increased by \$2.7 million in 2007, with \$1.8 million related to share-based compensation and the remainder to the cash bonus incentive program. Management incentive program expense increased \$2.9 million in 2006 compared to 2005, almost all related to share-based compensation. Share-based incentives currently include restricted stock and stock units, both performance-based and tenure-based, and stock options. Restricted stock and stock unit expense increased \$1.4 million in 2007 and \$2.6 million in 2006. Participation in restricted stock and stock unit awards expanded in recent years, and the awards for 2006 had been increased mainly in recognition of the special employee efforts required in the aftermath of the 2005 hurricanes. The 2007 awards returned to a level more consistent with pre-storm awards. Stock option compensation increased \$4 million in 2007 after adding \$3 million to expense in 2006. SFAS No. 123(R), *Share-Based Payment*, required companies to expense the fair value of option awards beginning in 2006. Overall, options awards have been deemphasized in recent years. See Notes 2 and 16 to the consolidated financial statements located in Item 8 of this annual report on Form 10-K for more information on share-based compensation.

Employee benefits expense decreased 4%, or \$1.3 million, in 2007, following an increase of 6%, or \$2.0 million, in 2006. The major components of employee benefits expense, in addition to payroll taxes, are the cost of providing health benefits for active and retired employees and the cost of providing pension benefits through both the defined-benefit plans and a 401(k) employee savings plan.

The performance of the pension trust fund and trends in market yields on fixed-income securities in one period can cause the actuarially-determined periodic expense for the defined-benefit pension plan to move in the opposite direction in future periods, holding other variables constant. A \$4 million decrease in pension expense in 2007 followed a moderate increase during 2006 in the market yields referenced to determine the appropriate rate for discounting projected pension benefits, and investment performance in 2006 was above the long-term expected rate of return. Pension expense increased \$7 million in 2006 after a moderate decline during 2005 in fixed-income market yields and the discount rate. Investment performance in 2005 was below the long-term expected rate of return. The effect of these factors on 2006 pension expense was somewhat offset by the favorable impact of a \$20 million employer contribution to the pension trust toward the end of 2005. Pension expense is expected to show a small increase in 2008, reflecting in part higher referenced market yields at year-end 2007 and an investment performance for 2007 below long-term expectations.

In early 2007, the Company amended its postretirement health and life insurance benefit plans to eliminate the benefits for most employees and freeze benefit levels for remaining participants. The impact of this amendment reduced employee benefits expense for 2007 by \$2.2 million compared to 2006. No significant plan expense is expected for 2008 and subsequent years. Trends in fixed-income market yields also impact the actuarial valuation results for postretirement health benefits as do trends in actual benefit outlays. Unfavorable benefit experience and lower market yields for the 2005 valuation had contributed to a \$7 million expense increase in 2006.

Net occupancy expense increased 13%, or \$3.7 million, in 2007, following a 31%, or \$7.0 million, increase in 2006 compared to 2005. Both 2007 and 2006 included \$1.3 million of incremental costs associated with acquired operations. The post-storm annual increase in casualty insurance totaled approximately \$2.9 million, with \$2.0 million reflected in 2006 and the remaining \$0.9 million in 2007. Recurring costs associated with improving Whitney's disaster-risk posture added approximately \$0.9 million to 2006 occupancy expense and a similar amount to 2007. Other factors that drove the increases for both 2007 and 2006 included de novo branch expansion, the completion of capital projects on storm-damaged facilities and normal lease escalations. Increased energy costs in 2006 continued in 2007, with sustained higher fuel costs. Work on a number of maintenance and repair projects was also included in 2006, some of which had been deferred from 2005. Although storm-related facility closures and asset retirements reduced certain recurring occupancy costs after the storms in 2005, these savings were for the most part offset by a corresponding loss of office rental revenue.

Equipment and data processing expense increased 9%, or \$1.8 million, in 2007, with \$.3 million of incremental costs for acquired operations. In 2006, equipment and data processing expense increased 22%, or \$3.7 million, of which \$.5 million was for acquired operations. Approximately \$1 million of the increase in 2007 and over \$2 million of the increase in 2006 compared to 2005 was associated with the initiatives to improve operational resiliency in the event of a natural disaster, including the accelerated installation of a new mainframe computer and related software. De novo branch expansion and projects to enhance operational capacity and implement new customer applications were the main contributors to the remaining increases in both 2007 and 2006.

The total expense for professional services, both legal and other services, declined \$1.0 million in 2007, following an increase of \$5.6 million in 2006. The expense for nonlegal professional services was down \$1.1 million in 2007, after increasing \$5.0 million in 2006 compared to 2005. Included in 2006 was \$2.0 million for work on initiatives to improve the Company's disaster-risk profile. In 2006, Whitney also engaged consultants in the planning of upgrades to major customer interface tools and core application systems and the development and implementation of product enhancements, as well as in the executive succession planning process. Certain projects continued into 2007 and some new projects were added. The Company also performed an extensive review and update of its strategic plan in 2007 that is in the process of being implemented. Legal expense increased \$.1 million in 2007 compared to 2006. This category covers legal services for both loan collection efforts and general corporate matters. Although 2007 included \$.7 million for services associated with finalizing the insurance settlement mentioned above, Whitney also successfully recovered some relatively significant costs on loan collection and other matters during this year. Loan collection efforts in 2006, including work with storm-impacted customers, and storm-related disruptions to law firms and the legal system in late 2005 combined to account for most of a \$.6 million increase in legal expense in 2006. The increase in criticized loan totals in the latter part of 2007 indicates sustained demand for loan collection legal services in 2008.

Amortization of intangibles is mainly associated with the value of deposit relationships acquired in bank and branch acquisitions. Amortization expense of \$7.1 million is scheduled for 2008. Note 3 to the consolidated financial statements located in Item 8 of this annual report on Form 10-K reviews recently completed acquisitions and Note 10 presents additional information on intangible assets subject to amortization.

The expense for security and other outsourced services increased 7%, or \$1.0 million, in 2007. This followed a 41%, or \$4.3 million, increase in 2006 compared to 2005. Acquired operations added \$.5 million to 2007 expense and \$.3 million to 2006. The outsourcing of the Bank's lockbox function added approximately \$.7 million to 2007 expense. Approximately \$1.9 million of the increase in 2006 related to a new arrangement to outsource the Bank's ATM operations that was phased in during 2005. During 2006, the Bank also incurred additional expense for the transportation of daily work, mainly reflecting changes in processing sites in the post-storm operating environment as well as the use of more costly delivery methods for a number of months following the storms. The cost of certain services in storm-impacted areas also increased with local wage scales.

Management directed additional resources to advertising and promotional activities in 2006 to support major campaigns to introduce new and improved products. Whitney focused on more targeted marketing efforts in both 2007 and 2005, with no major campaigns executed in either year. Current plans for advertising and promotional activities in 2008 indicate a level of expense more in line with 2007 and 2005.

Bank card processing services expense will vary mainly with changes in transaction volume on Bank-issued credit cards. Transaction volumes and bank card fee income are discussed in the earlier section on "Noninterest Income."

In November 2006, the FDIC adopted final regulations that set the deposit insurance assessment rates that took effect in 2007. The new rate structure imposed a minimum annual assessment of from five to seven cents for every \$100 of domestic deposits on institutions that are assigned the lowest risk category under the FDIC's risk-based assessment system. Under the previous rate structure, this group of institutions, which includes the Bank, had been charged no assessment for a number of years. The actual assessment for 2007 of approximately \$4.4 million was offset by a one-time assessment credit, and no expense was recognized. Based on recent deposit levels and the

Bank's current risk classification, the annual minimum assessment in 2008 would range from approximately \$3.9 million to \$5.4 million, although current rates are at the lower end of the range. The \$1.6 million one-time credit remaining at December 31, 2007 can offset up to 90% of the 2008 assessment expense and should be fully-used in 2008.

Miscellaneous operating losses included various charges directly related to the 2005 storms totaling \$1.0 million in 2007, \$6.0 million in 2006 and \$4.4 million in 2005. In 2007, the Company recorded a charge of \$1.0 million to establish a liability with respect to its obligation as a member of Visa USA, Inc. to share in certain litigation losses that have been or may be incurred by Visa, as discussed in Note 20 to the consolidated financial statements located in Item 8 of this annual report on Form 10-K.

The expense categories included in other operating expense decreased 19%, or \$4.7 million, on a combined basis in 2007, following an increase of 29%, or \$5.7 million, in 2006 compared to 2005. 2006 included \$2.2 million for the cost of disaster contingency housing, which was substantially eliminated in 2007, and certain other storm-related items that were nonrecurring in 2007. Also contributing to the increase in 2006 was the initial expensing of the annual stock option award for directors. The totals for both 2006 and 2005 included a \$5 million contribution to a disaster assistance fund for Whitney's employees.

INCOME TAXES

The Company provided for income tax expense at an effective rate of 33.0% in 2007, 32.3% in 2006 and 29.6% in 2005. Whitney's effective tax rate has been lower than the 35% statutory federal tax rate primarily because of tax-exempt interest income from the financing of state and local governments and the availability of tax credits generated by investments in affordable housing projects. Federal disaster-relief legislation passed in December 2005 provided for a tax credit to businesses in the storm-affected areas based on certain salaries paid to qualifying employees. The following reconciles reported income tax expense to that computed at the statutory federal tax rate for each year in the three-year period ended December 31, 2007.

TABLE 16. INCOME TAXES

<i>(in thousands)</i>	2007	2006	2005
Income tax expense at 35% of pre-tax income	\$78,877	\$74,833	\$50,875
Increase (decrease) resulting from			
Tax exempt income	(3,432)	(3,626)	(3,630)
Low income housing credits	(2,408)	(2,342)	(2,387)
Disaster-relief credit	(377)	(704)	(1,900)
State income tax and miscellaneous items	1,650	1,003	49
Income tax expense reported	\$74,310	\$69,164	\$43,007

Louisiana-sourced income of commercial banks is not subject to state income taxes. Rather, banks in Louisiana pay a tax based on the value of their capital stock in lieu of income and franchise taxes, and this tax is allocated to parishes in which the banks maintain branches. Whitney's corporate value tax is included in noninterest expense. This expense will fluctuate in part based on the growth in the Bank's equity and earnings and in part based on market valuation trends for the banking industry.

FOURTH QUARTER RESULTS

Whitney earned \$30.2 million for the quarter ended December 31, 2007, compared with net income of \$33.9 million for the fourth quarter of 2006. Earnings were \$.45 per diluted share in 2007's fourth quarter, compared to \$.51 for the year-earlier period.

Selected fourth quarter highlights follow:

- Whitney's net interest income (TE) decreased less than 1%, or \$.7 million, from the fourth quarter of 2006. Average earning assets increased 8% between these periods, with little change in the mix of assets. The net interest margin (TE) was 4.75% for the fourth quarter of 2007, down 39 basis points from the year-earlier period. The overall yield on earning assets decreased 21 basis points, mainly reflecting a decline between these periods in benchmark rates for the large variable-rate segment of Whitney's loan portfolio and the impact of a higher level of nonaccruing loans in the most recent period. The cost of funds increased 18 basis points between the fourth quarters of 2006 and 2007, mainly in response to the customer-driven shift in the funding mix toward higher-cost sources. Net interest income (TE) for the fourth quarter of 2007 was also down less than 1%, or \$.5 million, from the third quarter of 2007. Average earning assets increased 1% between these periods, while the net interest margin decreased 7 basis points. There was some favorable mix of earning assets between these periods, but the funding mix was little changed.
- Whitney provided \$10.0 million for credit losses in the fourth quarter of 2007, compared to \$1.0 million provision in the fourth quarter of 2006. Loan charge-offs, net of recoveries, totaled \$3.9 million in 2007's fourth quarter, or .21% of average loans on an annualized basis. The allowance for loans losses increased to 1.16% of total loans at December 31, 2007. The total of loans criticized through the Company's credit risk-rating process increased \$47 million during the fourth quarter of 2007, mainly related to loans for residential development and investment and other residential purposes.
- Noninterest income increased 15%, or \$3.1 million, from the fourth quarter of 2006, with gains noted in almost all recurring revenue sources. Deposit service charge income was up 12%, or \$.9 million, driven mainly by improved pricing. Bank card fees increased 14%, or \$.5 million, compared to the fourth quarter of 2006 on higher transaction volumes. Trust service fees grew 8% and revenue from secondary mortgage market operations was up 14%. Fees from investment services in the fourth quarter of 2007 also compared favorably to the year-earlier period.
- Noninterest expense in the fourth quarter of 2007 decreased 2%, or \$1.4 million, from 2006's fourth quarter. The incremental expense associated with acquired operations totaled approximately \$1.9 million in the fourth quarter of 2007, including amortization of acquired intangibles. Whitney's personnel expense increased 8%, or \$3.6 million, in total, including \$.9 million for the staff of acquired operations. \$1.5 million of the increase in personnel expense was associated with management incentive programs, mainly related to share-based incentives, and an additional \$1.0 million came from employee incentive plans. Each of these partly reflected the impact of updates to annual performance factor estimates in each quarterly period. Excluding the impact of acquisitions, the average full-time equivalent staff level declined approximately 2% between these periods, with staff reductions identified under cost control programs. The total of all other noninterest expense unrelated to personnel decreased a net \$5.0 million, or 12%, compared to the fourth quarter of 2006. Expenses in the prior year's quarter included \$2.1 million of nonrecurring or periodic expense either directly associated with the 2005 storms or associated with the Company's efforts to reduce its disaster-risk profile. In the fourth quarter of 2007, Whitney recorded a pre-tax charge of \$1.0 million to establish a liability with respect to its obligation as a member of Visa USA, Inc. to share in certain of Visa's litigation losses.

The Summary of Quarterly Financial Information appearing in Item 8 of this annual report on Form 10-K provides selected comparative financial information for each of the four quarters in 2007 and 2006.

Item 7A: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required for this item is included in the section entitled “Asset/Liability Management” in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” that appears in Item 7 of this annual report on Form 10-K and is incorporated here by reference.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Whitney Holding Corporation is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Management used the framework of criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission to conduct an evaluation of the effectiveness of internal control over financial reporting. Based on that evaluation, management concluded that internal control over financial reporting for the Company as of December 31, 2007 was effective.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2007 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report, which follows.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To Shareholders and Board of Directors
of Whitney Holding Corporation:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of income, changes in shareholders' equity and cash flows present fairly, in all material respects, the financial position of Whitney Holding Corporation and its subsidiaries (the "Company") at December 31, 2007 and 2006, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2007 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying "Management's Report on Internal Control Over Financial Reporting." Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP
New Orleans, Louisiana
February 28, 2008

WHITNEY HOLDING CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<i>(dollars in thousands)</i>	December 31 2007	December 31 2006
ASSETS		
Cash and due from financial institutions	\$ 290,199	\$ 318,165
Federal funds sold and short-term investments	534,558	314,079
Loans held for sale	16,575	26,966
Investment securities		
Securities available for sale	1,698,795	1,612,513
Securities held to maturity, fair values of \$288,444 and \$273,793, respectively	286,442	273,580
Total investment securities	1,985,237	1,886,093
Loans, net of unearned income	7,585,701	7,050,416
Allowance for loan losses	(87,909)	(75,927)
Net loans	7,497,792	6,974,489
Bank premises and equipment	190,095	175,109
Goodwill	331,295	291,876
Other intangible assets	17,103	23,327
Accrued interest receivable	44,860	48,130
Other assets	119,550	127,646
Total assets	\$11,027,264	\$10,185,880
LIABILITIES		
Noninterest-bearing demand deposits	\$ 2,740,019	\$ 2,947,997
Interest-bearing deposits	5,843,770	5,485,311
Total deposits	8,583,789	8,433,308
Short-term borrowings	910,019	499,533
Long-term debt	165,455	17,394
Accrued interest payable	27,079	17,940
Accrued expenses and other liabilities	112,186	104,743
Total liabilities	9,798,528	9,072,918
SHAREHOLDERS' EQUITY		
Common stock, no par value		
Authorized - 100,000,000 shares		
Issued - 67,713,296 and 66,103,275 shares, respectively	2,800	2,800
Capital surplus	408,266	343,697
Retained earnings	885,792	812,644
Accumulated other comprehensive loss	(18,803)	(41,015)
Treasury stock at cost - 1,887,780 and 173,211 shares, respectively	(49,319)	(5,164)
Total shareholders' equity	1,228,736	1,112,962
Total liabilities and shareholders' equity	\$11,027,264	\$10,185,880

The accompanying notes are an integral part of these financial statements.

WHITNEY HOLDING CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

	<i>Years Ended December 31</i>		
<i>(dollars in thousands, except per share data)</i>	2007	2006	2005
INTEREST INCOME			
Interest and fees on loans	\$ 554,991	\$ 502,921	\$ 390,058
Interest and dividends on investment securities			
Taxable securities	77,774	70,218	65,130
Tax-exempt securities	9,097	9,234	9,476
Interest on federal funds sold and short-term investments	19,243	33,998	3,421
Total interest income	661,105	616,371	468,085
INTEREST EXPENSE			
Interest on deposits	163,000	122,075	64,452
Interest on short-term borrowings	25,055	21,922	15,649
Interest on long-term debt	8,259	1,163	885
Total interest expense	196,314	145,160	80,986
NET INTEREST INCOME	464,791	471,211	387,099
PROVISION FOR CREDIT LOSSES	17,000	3,720	37,580
NET INTEREST INCOME AFTER PROVISION FOR CREDIT LOSSES	447,791	467,491	349,519
NONINTEREST INCOME			
Service charges on deposit accounts	30,676	28,058	30,579
Bank card fees	16,487	14,999	11,972
Trust service fees	12,969	11,268	9,483
Secondary mortgage market operations	4,915	5,254	5,022
Other noninterest income	61,635	25,212	25,111
Securities transactions	(1)	-	68
Total noninterest income	126,681	84,791	82,235
NONINTEREST EXPENSE			
Employee compensation	159,850	145,189	132,488
Employee benefits	33,694	35,027	33,020
Total personnel	193,544	180,216	165,508
Net occupancy	33,568	29,836	22,846
Equipment and data processing	22,886	21,083	17,344
Telecommunication and postage	12,420	10,795	9,154
Corporate value and franchise taxes	9,571	8,780	7,824
Legal and other professional services	10,652	11,663	6,091
Amortization of intangibles	10,879	10,426	8,261
Other noninterest expense	55,588	65,674	49,370
Total noninterest expense	349,108	338,473	286,398
INCOME BEFORE INCOME TAXES	225,364	213,809	145,356
INCOME TAX EXPENSE	74,310	69,164	43,007
NET INCOME	\$ 151,054	\$ 144,645	\$ 102,349
EARNINGS PER SHARE			
Basic	\$ 2.26	\$ 2.24	\$ 1.65
Diluted	2.23	2.20	1.63
WEIGHTED-AVERAGE SHARES OUTSTANDING			
Basic	66,953,343	64,687,363	62,008,004
Diluted	67,858,307	65,853,149	62,953,293
CASH DIVIDENDS PER SHARE	\$ 1.16	\$ 1.08	\$.98

The accompanying notes are an integral part of these financial statements.

WHITNEY HOLDING CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

<i>(dollars in thousands, except per share data)</i>	Common Stock	Capital Surplus	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total
Balance at December 31, 2004	\$2,800	\$238,426	\$697,977	\$ (2,963)	\$(31,475)	\$ 904,765
Comprehensive income:						
Net income	-	-	102,349	-	-	102,349
Other comprehensive loss:						
Unrealized net holding loss on securities, net of reclassifications and tax	-	-	-	(17,268)	-	(17,268)
Change in minimum pension liability, net of tax	-	-	-	(992)	-	(992)
Total comprehensive income	-	-	102,349	(18,260)	-	84,089
Cash dividends, \$.98 per share	-	-	(61,671)	-	-	(61,671)
Stock acquired under repurchase program	-	-	-	-	(46,669)	(46,669)
Stock issued in business combination	-	(714)	-	-	57,838	57,124
Stock issued to dividend reinvestment plan	-	(103)	-	-	2,521	2,418
Long-term incentive plan stock activity:						
Performance-based restricted stock	-	1,444	-	-	5,727	7,171
Stock options	-	10,063	-	-	2,363	12,426
Directors' compensation plan stock activity	-	1,058	-	-	332	1,390
Balance at December 31, 2005	\$2,800	\$250,174	\$738,655	\$(21,223)	\$ (9,363)	\$ 961,043
Comprehensive income:						
Net income	-	-	144,645	-	-	144,645
Other comprehensive income:						
Unrealized net holding gain on securities, net of reclassifications and tax	-	-	-	2,142	-	2,142
Change in minimum pension liability, net of tax	-	-	-	86	-	86
Total comprehensive income	-	-	144,645	2,228	-	146,873
Cash dividends, \$1.08 per share	-	-	(70,656)	-	-	(70,656)
Stock issued in business combination	-	75,129	-	-	-	75,129
Stock issued to dividend reinvestment plan	-	322	-	-	2,468	2,790
Long-term incentive plan stock activity:						
Performance-based restricted stock & units	-	10,461	-	-	(571)	9,890
Stock options	-	6,332	-	-	751	7,083
Directors' compensation plan stock activity	-	1,279	-	-	1,551	2,830
Adoption of SFAS No. 158, net of tax (Note 15)	-	-	-	(22,020)	-	(22,020)
Balance at December 31, 2006	\$2,800	\$343,697	\$812,644	\$(41,015)	\$ (5,164)	\$1,112,962
Adjustment on adoption of FIN 48 (Note 23)	-	-	721	-	-	721
Adjusted balance at beginning of period	2,800	343,697	813,365	(41,015)	(5,164)	1,113,683
Comprehensive income:						
Net income	-	-	151,054	-	-	151,054
Other comprehensive income:						
Unrealized net holding gain on securities, net of reclassifications and tax	-	-	-	17,641	-	17,641
Net change in prior service credit and net actuarial loss on retirement plans, net of tax (Note 15)	-	-	-	4,571	-	4,571
Total comprehensive income	-	-	151,054	22,212	-	173,266
Cash dividends, \$1.16 per share	-	-	(78,627)	-	-	(78,627)
Stock acquired under repurchase program	-	-	-	-	(49,510)	(49,510)
Stock issued in business combination	-	48,298	-	-	-	48,298
Stock issued to dividend reinvestment plan	-	1,676	-	-	1,443	3,119
Long-term incentive plan stock activity:						
Performance-based restricted stock & units	-	10,709	-	-	(129)	10,580
Stock options	-	1,228	-	-	2,626	3,854
Directors' compensation plan stock activity	-	2,658	-	-	1,415	4,073
Balance at December 31, 2007	\$2,800	\$408,266	\$885,792	\$(18,803)	\$(49,319)	\$1,228,736

The accompanying notes are an integral part of these financial statements.

WHITNEY HOLDING CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<i>(dollars in thousands)</i>	<i>Years ended December 31</i>		
	2007	2006	2005
OPERATING ACTIVITIES			
Net income	\$ 151,054	\$ 144,645	\$ 102,349
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization of bank premises and equipment	17,437	15,710	13,589
Amortization of purchased intangibles	10,879	10,426	8,261
Share-based compensation earned	14,638	12,265	9,372
Premium amortization (discount accretion) on securities, net	910	2,558	1,060
Provision for credit losses and losses on foreclosed assets	17,124	3,786	37,114
Net gains on asset dispositions, including gain on insurance settlement	(33,804)	(266)	(2,601)
Deferred tax expense (benefit)	3,321	(2,001)	(11,615)
Net (increase) decrease in loans originated and held for sale	10,391	19,712	(27,004)
Net (increase) decrease in interest and other income receivable and prepaid expenses	1,936	19,261	(28,754)
Net increase (decrease) in interest payable and accrued income taxes and expenses	20,113	(31,595)	37,812
Other, net	(2,194)	10,609	(26,219)
Net cash provided by operating activities	211,805	205,110	113,364
INVESTING ACTIVITIES			
Proceeds from sales of investment securities available for sale	38,964	45,815	281,400
Proceeds from maturities of investment securities available for sale	405,472	376,705	361,784
Purchases of investment securities available for sale	(469,438)	(548,187)	(232,122)
Proceeds from maturities of investment securities held to maturity	10,241	10,015	13,595
Purchases of investment securities held to maturity	(23,309)	(56,056)	(14,901)
Net increase in loans	(318,711)	(215,051)	(547,722)
Net (increase) decrease in federal funds sold and short-term investments	(221,628)	490,908	(756,131)
Proceeds from sales of foreclosed assets and surplus property	6,368	2,647	9,880
Proceeds from insurance settlement	30,801	-	-
Purchases of bank premises and equipment	(24,788)	(26,131)	(12,592)
Net cash paid in acquisition	(7,503)	(33,992)	(39,228)
Other, net	(2,401)	8,202	(7,939)
Net cash provided by (used in) investing activities	(575,932)	54,875	(943,976)
FINANCING ACTIVITIES			
Net increase (decrease) in transaction account and savings account deposits	(319,470)	(652,825)	1,375,730
Net increase in time deposits	250,766	163,028	177,608
Net increase (decrease) in short-term borrowings	384,723	63,305	(258,754)
Proceeds from issuance of long-term debt	149,738	-	-
Repayment of long-term debt	(7,366)	(11,573)	(23,007)
Proceeds from issuance of common stock	6,932	10,113	14,185
Purchases of common stock	(52,782)	(3,165)	(52,924)
Cash dividends	(77,340)	(68,111)	(61,150)
Other, net	960	2,581	-
Net cash provided by (used in) financing activities	336,161	(496,647)	1,171,688
Increase (decrease) in cash and cash equivalents	(27,966)	(236,662)	341,076
Cash and cash equivalents at beginning of period	318,165	554,827	213,751
Cash and cash equivalents at end of period	\$ 290,199	\$ 318,165	\$ 554,827
Cash received during the period for:			
Interest income	\$ 655,073	\$ 617,359	\$ 442,647
Cash paid during the period for:			
Interest expense	\$ 188,419	\$ 140,763	\$ 77,059
Income taxes	60,000	91,583	28,198
Noncash investing activities:			
Foreclosed assets received in settlement of loans	\$ 4,776	\$ 1,361	\$ 2,754

The accompanying notes are an integral part of these financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1

NATURE OF BUSINESS

Whitney Holding Corporation is a Louisiana bank holding company headquartered in New Orleans, Louisiana. Its principal subsidiary is Whitney National Bank (the Bank), which represents virtually all its operations and net income.

The Bank, which has been in continuous operation since 1883, engages in community banking in its market area stretching across the five-state Gulf Coast region, including the Houston, Texas metropolitan area, southern Louisiana, the coastal region of Mississippi, central and south Alabama, the panhandle of Florida, and the Tampa Bay metropolitan area of Florida. The Bank, together with its wholly owned subsidiary, Whitney Securities L.L.C., offers commercial and retail banking products and services, including trust products and investment services, to the customers in the communities it serves. Southern Coastal Insurance Agency, Inc., another wholly owned Bank subsidiary, offers personal and business insurance products to customers primarily in northwest Florida.

NOTE 2

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND RECENT PRONOUNCEMENTS

Whitney Holding Corporation and its subsidiaries (the Company or Whitney) follow accounting and reporting policies that conform with accounting principles generally accepted in the United States of America and those generally practiced within the banking industry. The following is a summary of the more significant accounting policies.

Basis of Presentation

The consolidated financial statements include the accounts of Whitney Holding Corporation and its subsidiaries. All significant intercompany balances and transactions have been eliminated. Whitney reports the balances and results of operations from business combinations accounted for as purchases from the respective dates of acquisition (see Note 3).

Use of Estimates

In preparing the consolidated financial statements, the Company is required to make estimates, judgments and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Investment Securities

Securities are classified as trading, held to maturity or available for sale. Management determines the classification of securities when they are purchased and reevaluates this classification periodically as conditions change that could require reclassification.

Trading account securities are bought and held principally for resale in the near term. They are carried at fair value with realized and unrealized gains or losses reflected in noninterest income. Trading account securities are immaterial in each period presented and have been included in other assets on the consolidated balance sheets.

Securities that the Company both positively intends and has the ability to hold to maturity are classified as securities held to maturity and are carried at amortized cost. Intent and ability to hold are not considered satisfied when a security is available to be sold in response to changes in interest rates, prepayment rates, liquidity needs or other reasons as part of an overall asset/liability management strategy.

Securities not meeting the criteria to be classified as either trading securities or securities held to maturity are classified as available for sale and are carried at fair value. Unrealized holding losses, other than those determined to be other than temporary, and unrealized holding gains are excluded from net income and are recognized, net of tax, in other comprehensive income and in accumulated other comprehensive income, a separate component of shareholders' equity.

Premiums and discounts on securities, both those held to maturity and those available for sale, are amortized and accreted to income as an adjustment to the securities' yields using the interest method. Realized gains and losses on securities, including declines in value judged to be other than temporary, are reported net as a component of noninterest income. The cost of securities sold is specifically identified for use in calculating realized gains and losses.

Loans Held for Sale

Loans originated for sale are carried at the lower of either cost or market value. At times, management may decide to sell loans that were not originated for that purpose. These loans are reclassified as held for sale when that decision is made and are also carried at the lower of cost or market.

Loans

Loans are carried at the principal amounts outstanding net of unearned income. Interest on loans and accretion of unearned income, including deferred loan fees, are computed in a manner that approximates a level rate of return on recorded principal.

The Company stops accruing interest on a loan when the borrower's ability to meet contractual payments is in doubt. For commercial and real estate loans, a loan is placed on nonaccrual status generally when it is ninety days past due as to principal or interest, and the loan is not otherwise both well secured and in the process of collection. When a loan is moved to nonaccrual status, any accrued but uncollected interest is reversed against interest income. Interest payments on nonaccrual loans are used to reduce the reported loan principal under the cost recovery method if the collectibility of the remaining principal is not reasonably assured; otherwise, such payments are recognized as interest income when received. A loan on nonaccrual status may be reinstated to accrual status when full payment of contractual principal and interest is expected and this expectation is supported by current sustained performance.

A loan is considered impaired when it is probable that all amounts will not be collected as they become due according to the contractual terms of the loan agreement. Generally, impaired loans are accounted for on a nonaccrual basis. The extent of impairment is measured based upon a comparison of the recorded investment in the loan with either the expected cash flows discounted using the loan's original effective interest rate, the fair value of the underlying collateral if the loan is collateral dependent, or, when available, the loan's observable market price. The amount of impairment is included in the allowance for loan losses.

Allowance for Loan Losses

The allowance for loan losses is maintained at a level that, in the opinion of management, is adequate to absorb probable losses inherent in the loan portfolio as of the balance sheet date. The adequacy of the allowance is evaluated on an ongoing basis. Management considers various sources of information including analyses of specific loans reviewed for impairment, statistics from the internal credit risk rating process, reports on the payment performance of portfolio segments not subject to individual risk ratings, historical loss experience, portfolio concentration statistics and reports on general and local economic conditions and the economic fundamentals of specific industries that are well-represented in the customer base. Management also forms a judgment about the level of accuracy inherent in the evaluation process. Changes in management's evaluation over time are reflected in the provision for loan losses.

As actual loan losses are incurred, they are charged against the allowance. Subsequent recoveries are added back to the allowance when collected.

Bank Premises and Equipment

Bank premises and equipment are carried at cost, less accumulated depreciation. Depreciation is computed primarily using the straight-line method over the estimated useful lives of the assets and over the shorter of the lease terms or the estimated lives of leasehold improvements. Useful lives range principally from fifteen to thirty years for buildings and improvements and from three to ten years for furnishings and equipment, including data processing equipment and software. Additions to bank premises and equipment and major replacements or improvements are capitalized.

Foreclosed Assets and Surplus Property

Collateral acquired through foreclosure or in settlement of loans and surplus property are both reported with other assets in the consolidated balance sheets. With the exception of grandfathered property interests, which are assigned a nominal book value, these assets are recorded at estimated fair value, less estimated selling costs, if this value is lower than the carrying value of the related loan or property asset. Any initial reduction in the carrying amount of a loan to the fair value of the collateral received is charged to the allowance for loan losses. Losses arising from the transfer of bank premises and equipment to surplus property are charged to current earnings. Subsequent valuation adjustments for either foreclosed assets or surplus property are also included in current earnings, as are the revenues and expenses associated with managing these assets before they are sold.

Goodwill and Other Intangible Assets

Whitney has recognized intangible assets in connection with its purchase business combinations. Identifiable intangible assets acquired by the Company have mainly represented the value of the deposit relationships purchased in these transactions. Goodwill represents the purchase price premium over the fair value of the net assets of an acquired business, including identifiable intangible assets.

Goodwill must be assessed for impairment annually unless interim events or circumstances make it more likely than not that an impairment loss has occurred. Impairment is defined as the amount by which the implied fair value of the goodwill contained in any reporting unit within a company is less than the goodwill's carrying value. The Company has assigned all goodwill to one reporting unit that represents Whitney's overall banking operations. This reporting unit is the same as the operating segment identified below, and its operations constitute substantially all of the Company's consolidated operations. Impairment losses would be charged to operating expense.

Identifiable intangible assets with finite lives are amortized over the periods benefited and are evaluated for impairment similar to other long-lived assets. If the useful life of an identifiable intangible asset is indefinite, the recorded asset is not amortized but tested for impairment by comparison to its estimated fair value.

Share-Based Compensation

Whitney is following Statement of Financial Accounting Standards No. 123 (revised 2004) (SFAS No. 123R), *Share-Based Payment*, to account for share-based compensation awards granted after December 31, 2005 and awards modified, repurchased, or cancelled after that date. Under SFAS No. 123R, the grant-date fair value of equity instruments awarded to employees establishes the cost of the services received in exchange, and the cost associated with awards that are expected to vest is recognized over the required service period.

For outstanding awards for which the required service period extended beyond December 31, 2005, SFAS No. 123R required Whitney to recognize compensation after that date based on the grant-date fair value of those awards as calculated for pro forma disclosure under the original SFAS No. 123. As of December 31, 2005, all stock options awarded by the Company were fully vested and exercisable and there were no continuing service requirements. The service requirements for certain performance-based restricted stock awards did extend beyond December 31, 2005. During 2005, Whitney recognized compensation expense with respect to restricted stock awards under Accounting Principles Board Opinion (APB) No. 25 and related interpretations. The expense recognized under APB No. 25 was also based on fair value, but the timing of when fair value was determined and the method of allocating expense over time differed in certain respects from what was required under SFAS No. 123. Under APB No. 25, the Company recognized no expense with respect to stock option awards in 2005.

Note 16 shows pro forma net income and earnings per share for 2005 assuming Whitney had applied SFAS No. 123 to measure and to recognize share-based compensation.

Income Taxes

The Company and its subsidiaries file a consolidated federal income tax return. Income taxes are accounted for using the asset and liability method. Under this method the expected tax consequences of temporary differences that arise between the tax bases of assets or liabilities and their reported amounts in the financial statements represent either deferred tax liabilities to be settled in the future or deferred tax assets that will be realized as a reduction of future taxes payable. Currently enacted tax rates and laws are used to calculate the expected tax consequences. Valuation allowances are established against deferred tax assets if, based on all available evidence, it is more likely than not that some or all of the assets will not be realized.

Earnings per Share

Basic earnings per share is computed by dividing income applicable to common shares (net income in all periods presented) by the weighted-average number of common shares outstanding for the applicable period. Shares outstanding are adjusted for restricted shares issued to employees under the long-term incentive compensation plan and for certain shares that will be issued under the directors' compensation plan. Diluted earnings per share is computed using the weighted-average number of shares outstanding increased by the number of shares in which employees would vest under performance-based restricted stock and stock unit awards based on expected performance factors and by the number of additional shares that would have been issued if potentially dilutive stock options were exercised, each as determined using the treasury stock method.

Statements of Cash Flows

The Company considers only cash on hand, cash items in process of collection and balances due from financial institutions as cash and cash equivalents for purposes of the consolidated statements of cash flows.

Operating Segment Disclosures

SFAS No. 131, *Disclosures about Segments of an Enterprise and Related Information*, established standards for reporting information about a company's operating segments using a "management approach." Reportable segments are identified in this statement as those revenue-producing components for which separate financial information is produced internally and which are subject to evaluation by the chief operating decision maker in deciding how to allocate resources to segments. Consistent with its stated strategy that is focused on providing a consistent package of community banking products and services throughout a coherent market area, Whitney has identified its overall banking operations as its only reportable segment. Because the overall banking operations comprise substantially all of the consolidated operations, no separate segment disclosures are presented.

Other

Assets held by the Bank in a fiduciary capacity are not assets of the Bank and are not included in the consolidated balance sheets. Generally, certain minor sources of income are recorded on a cash basis, which does not differ materially from the accrual basis.

Accounting Standard Developments

The Company adopted the provisions of Financial Accounting Standards Board (FASB) Interpretation No. 48 (FIN No. 48), *Accounting for Uncertainty in Income Taxes*, on January 1, 2007. This interpretation clarifies that the benefit of a position taken or expected to be taken in a tax return should be recognized in a company's financial statements when it is more likely than not that the position will be sustained based on its technical merits. FIN No. 48 also prescribes how to measure the tax benefit recognized and provides guidance on when a tax benefit should no longer be recognized as well as various other accounting, presentation and disclosure matters. See Note 23 for information on the impact of adopting FIN No. 48.

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements*, to increase consistency and comparability in fair value measurements and provide for expanded disclosures about the development of such measurements and their effect on earnings. Although the statement does not require any new fair value measurements, its definition of fair value and the framework it establishes for measuring fair value in generally accepted accounting principles will result in some changes from current practice. The guidance in this statement is generally effective for Whitney's 2008 fiscal year. The effective date has been deferred to 2009 for nonfinancial assets and liabilities, except those that are recognized or disclosed at fair value on at least an annual basis. The initial application of this standard is not expected to have a material impact on Whitney's financial condition or results of operations.

The FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities*, in February 2007. This statement permits entities to choose to measure many financial instruments and certain other items at fair value, thereby reducing the earnings volatility caused by measuring related assets and liabilities differently without having to apply complex hedge accounting provisions. This statement is effective for Whitney's 2008 fiscal year. The Company has no current plans to elect the fair value option for any specific financial instruments or other items.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), *Business Combinations*. This revised standard expands the types of transactions or other events that will qualify as business combinations and requires that all business combinations will result in all assets and liabilities of the acquired business being recorded at their fair values, with limited exceptions. The standard also requires, among other provisions, that certain contingent assets and liabilities will be recognized at their fair values on the acquisition date. An acquirer will also recognize contingent consideration at its fair value on the acquisition date and, for certain arrangements, changes in fair value will be recognized in earnings until the contingency is settled. Under SFAS No. 141R, acquisition-related transaction and restructuring costs will be expensed rather than treated as part of the cost of the acquisition and included in the amount recorded for assets acquired. These and the other provisions of SFAS No. 141R are first effective for Whitney's business combinations with acquisition dates in 2009.

SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements, an amendment of ARB No. 51*, was also issued in December 2007. This standard, which is effective for 2009, governs the accounting for and reporting of noncontrolling interests in partially owned consolidated subsidiaries and the loss of control in subsidiaries. Whitney currently has no such partially owned consolidated subsidiaries.

NOTE 3

MERGERS AND ACQUISITIONS

On March 2, 2007, Whitney completed its acquisition of Signature Financial Holdings, Inc. (Signature), headquartered in St. Petersburg, Florida, the parent of Signature Bank. Signature Bank operated seven banking centers in the Tampa Bay metropolitan area and had approximately \$270 million in total assets, including \$220 million of loans, and \$210 million in deposits at acquisition. The transaction was valued at approximately \$61 million, with \$13 million paid to Signature's shareholders in cash and the remainder in Whitney common stock totaling 1.49 million shares. Applying purchase accounting to this transaction, the Company recorded goodwill of \$39 million and a \$4 million intangible asset for the estimated value of deposit relationships with a weighted-average life of 2.4 years. No other material adjustments were required to record Signature's assets and liabilities at fair value.

In April 2006, Whitney acquired First National Bancshares, Inc. of Bradenton, Florida (Bradenton), the parent of 1st National Bank & Trust, which also operated in the Tampa Bay area and had approximately \$380 million in total assets, including a loan portfolio valued at \$286 million, and \$319 million in deposits at the acquisition date. Bradenton's shareholders received 2.16 million shares of Whitney common stock and cash totaling \$41 million, for a total transaction value of approximately \$116 million. Intangible assets acquired in this transaction included \$88 million of goodwill and \$7 million assigned to the value of deposit relationships with a weighted-average life of 2.3 years.

The acquired banking operations have been merged into the Bank. Whitney's financial statements include the results from acquired operations since the acquisition dates.

**NOTE 4
FEDERAL FUNDS SOLD AND SHORT-TERM INVESTMENTS**

The balance of federal funds sold and short-term investments included the following.

<i>(in thousands)</i>	December 31	
	2007	2006
Federal funds sold	\$231,175	\$110,500
U. S. government agency discount notes	199,540	-
Securities purchased under resale agreements	100,000	200,000
Other short-term interest-bearing investments	3,843	3,579
Total	\$534,558	\$314,079

Federal funds were sold on an overnight basis, with the exception of \$40 million with a term of less than one month. The U.S. government agency discount notes and the Company's investments in U.S. government agency securities under resale agreements at December 31, 2007 mature in less than one month.

**NOTE 5
INVESTMENT SECURITIES**

Summary information about securities available for sale and securities held to maturity follows.

<i>(in thousands)</i>	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
<i>Securities Available for Sale</i>				
December 31, 2007				
Mortgage-backed securities	\$1,320,466	\$7,490	\$ 9,775	\$1,318,181
U. S. agency securities	333,243	2,042	576	334,709
Obligations of states and political subdivisions	10,135	140	6	10,269
Other securities	35,643	-	7	35,636
Total	\$1,699,487	\$9,672	\$10,364	\$1,698,795
December 31, 2006				
Mortgage-backed securities	\$1,230,461	\$ 697	\$24,634	\$1,206,524
U. S. agency securities	336,969	110	4,051	333,028
U. S. Treasury securities	24,857	-	27	24,830
Obligations of states and political subdivisions	12,215	85	9	12,291
Other securities	35,840	24	24	35,840
Total	\$1,640,342	\$ 916	\$28,745	\$1,612,513
<i>Securities Held to Maturity</i>				
December 31, 2007				
Obligations of states and political subdivisions	\$ 286,442	\$2,896	\$ 894	\$ 288,444
Total	\$ 286,442	\$2,896	\$ 894	\$ 288,444
December 31, 2006				
Obligations of states and political subdivisions	\$ 273,580	\$2,325	\$ 2,112	\$ 273,793
Total	\$ 273,580	\$2,325	\$ 2,112	\$ 273,793

The following summarizes securities with unrealized losses at December 31, 2007 and 2006 by the period over which the security's fair value had been continuously less than its amortized cost as of each year end.

December 31, 2007	Less than 12 Months		12 Months or Longer	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
<i>(in thousands)</i>				
Securities Available for Sale				
Mortgage-backed securities	\$20,822	\$ 115	\$627,356	\$ 9,659
U.S. agency securities	49,984	16	124,399	560
Obligations of states and political subdivisions	799	2	1,338	4
Other securities	699	1	744	7
Total	\$72,304	\$ 134	\$753,837	\$10,230
Securities Held to Maturity				
Obligations of states and political subdivisions	\$ 7,156	\$ 76	\$ 62,236	\$ 818
Total	\$ 7,156	\$ 76	\$ 62,236	\$ 818
<hr/>				
December 31, 2006	Less than 12 Months		12 Months or Longer	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
<i>(in thousands)</i>				
Securities Available for Sale				
Mortgage-backed securities	\$171,835	\$ 281	\$ 891,358	\$24,353
U.S. agency securities	29,187	6	220,946	4,045
U.S. Treasury securities	24,830	27	-	-
Obligations of states and political subdivisions	4,615	9	-	-
Other securities	441	9	835	15
Total	\$230,908	\$ 332	\$1,113,139	\$28,413
Securities Held to Maturity				
Obligations of states and political subdivisions	\$ 33,490	\$ 279	\$ 68,068	\$ 1,833
Total	\$ 33,490	\$ 279	\$ 68,068	\$ 1,833

Management evaluates whether unrealized losses on securities represent impairment that is other than temporary. If such impairment is identified, the carrying amount of the security is reduced with a charge to operations. In making this evaluation, management first considers the reasons for the indicated impairment. These could include changes in market rates relative to those available when the security was acquired, changes in market expectations about the timing of cash flows from securities that can be prepaid, and changes in the market's perception of the issuer's financial health and the security's credit quality. Management then considers the likelihood of a recovery in fair value sufficient to eliminate the indicated impairment and the length of time over which an anticipated recovery would occur, which could extend to the security's maturity. Finally, management determines whether there is both the ability and intent to hold the impaired security until an anticipated recovery, in which case the impairment would be considered temporary. In making this assessment, management considers whether a security continues to be a suitable holding from the perspective of the Company's overall portfolio and asset/liability management strategies.

Substantially all the unrealized losses at December 31, 2007 resulted from increases in market interest rates over the yields available at the time the underlying securities were purchased. Management identified no impairment related to credit quality. In all cases, the indicated impairment would be recovered by the security's maturity or repricing date or possibly earlier if the market price for the security increases with a reduction in the yield required by the market. All impaired securities were originally purchased for continuing investment purposes, and management believes that they remain suitable for this purpose in light of current market conditions and Company strategies. At December 31, 2007, management had both the intent and ability to hold these securities until the market-based impairment is recovered. No losses for other-than-temporary impairment were recognized in any of the three years ended December 31, 2007.

The following table shows the amortized cost and estimated fair value of securities available for sale and held to maturity grouped by contractual maturity as of December 31, 2007. Debt securities with scheduled repayments, such as mortgage-backed securities, and equity securities are presented in separate totals. The expected maturity of a security, in particular certain U.S. agency securities and obligations of states and political subdivisions, may differ from its contractual maturity because of the exercise of call options.

<i>(in thousands)</i>	Amortized Cost	Fair Value
Securities Available for Sale		
Within one year	\$ 233,300	\$ 232,805
One to five years	111,923	113,925
Five to ten years	3,253	3,339
After ten years	-	-
Debt securities with single maturities	348,476	350,069
Mortgage-backed securities	1,320,466	1,318,181
Equity and other debt securities	30,545	30,545
Total	\$1,699,487	\$1,698,795
Securities Held to Maturity		
Within one year	\$ 71,190	\$ 71,567
One to five years	79,153	79,727
Five to ten years	77,495	78,152
After ten years	58,604	58,998
Total	\$286,442	\$288,444

Proceeds from sales of securities available for sale were \$39 million in 2007, \$46 million in 2006 and \$281 million in 2005. Substantially all of the proceeds in 2007 and 2006 came from the sale of portions of the portfolios acquired with Signature and Bradenton. Whitney realized an insignificant gross loss on the sales in 2007 and no gains or losses on the 2006 sales. In 2005, Whitney realized gross gains of \$2.2 million and gross losses of \$2.1 million on securities sales.

Securities with carrying values of \$1.63 billion at December 31, 2007 and \$1.30 billion at December 31, 2006 were sold under repurchase agreements, pledged to secure public deposits or pledged for other purposes. In these totals were \$123 million in 2007 and \$129 million in 2006 for securities pledged at the Federal Reserve discount window in connection with the Company's overall contingency funding plans.

NOTE 6

LOANS

The composition of the Company's loan portfolio follows.

<i>(in thousands)</i>	December 31			
	2007		2006	
Commercial, financial and agricultural	\$2,822,752	37%	\$2,725,531	38%
Real estate – commercial, construction and other	3,477,558	46	3,094,004	44
Real estate – residential mortgage	933,797	12	893,091	13
Individuals	351,594	5	337,790	5
Total	\$7,585,701	100%	\$7,050,416	100%

The Bank makes loans in the normal course of business to directors and executive officers of the Company and the Bank and to their associates. Loans to such related parties carry substantially the same terms, including interest rates and collateral requirements, as those prevailing at the time for comparable transactions with unrelated parties and do not involve more than normal risks of collectibility when originated. An analysis of the changes in loans to related parties during 2007 follows.

<i>(in thousands)</i>	2007
Beginning balance	\$ 54,137
Additions	31,671
Repayments	(50,598)
Net decrease from changes in related parties	(10,435)
Ending balance	\$ 24,775

Outstanding unfunded commitments and letters of credit to related parties totaled \$94 million and \$102 million at December 31, 2007 and 2006, respectively.

NOTE 7

ALLOWANCE FOR LOAN LOSSES AND RESERVE FOR LOSSES ON UNFUNDED CREDIT COMMITMENTS

A summary analysis of changes in the allowance for loan losses follows.

<i>(in thousands)</i>	Years Ended December 31		
	2007	2006	2005
Allowance at beginning of year	\$ 75,927	\$ 90,028	\$ 54,345
Allowance of acquired bank	2,791	2,908	3,648
Provision for credit losses	17,600	2,400	37,000
Loans charged off	(17,956)	(25,228)	(10,656)
Recoveries	9,547	5,819	5,691
Net charge-offs	(8,409)	(19,409)	(4,965)
Allowance at end of year	\$ 87,909	\$ 75,927	\$ 90,028

A summary analysis of changes in the reserve for losses on unfunded credit commitments follows. The reserve is reported with accrued expenses and other liabilities in the consolidated balance sheets.

<i>(in thousands)</i>	Years Ended December 31		
	2007	2006	2005
Reserve at beginning of year	\$1,900	\$ 580	\$ -
Provision for credit losses	(600)	1,320	580
Reserve at end of year	\$1,300	\$1,900	\$ 580

NOTE 8**IMPAIRED LOANS, NONPERFORMING LOANS, FORECLOSED ASSETS AND SURPLUS PROPERTY**

Information on loans evaluated for possible impairment loss follows.

	December 31	
<i>(in thousands)</i>	2007	2006
Impaired loans at year end		
Requiring a loss allowance	\$ 86,920	\$38,308
Not requiring a loss allowance	22,412	12,950
Total recorded investment in impaired loans	\$109,332	\$51,258
Impairment loss allowance required at year end	\$22,590	\$9,773
Average recorded investment in impaired loans during the year	\$65,751	\$54,387

The following is a summary of nonperforming loans and foreclosed assets and surplus property.

	December 31	
<i>(in thousands)</i>	2007	2006
Loans accounted for on a nonaccrual basis	\$120,096	\$55,992
Restructured loans	-	-
Total nonperforming loans	\$120,096	\$55,992
Foreclosed assets and surplus property	\$4,624	\$800

Interest income is recognized on certain nonaccrual loans as payments are received. Interest payments on other nonaccrual loans are accounted for under the cost recovery method, but this interest may later be recognized in income when loan collections exceed expectations or when workout efforts result in fully rehabilitated credits. The following compares estimated contractual interest income on nonaccrual loans and restructured loans with the cash-basis and cost-recovery interest actually recognized on these loans.

	Years Ended December 31		
<i>(in thousands)</i>	2007	2006	2005
Contractual interest	\$7,967	\$5,903	\$3,347
Interest recognized	1,345	1,249	2,223
Decrease in reported interest income	\$6,622	\$4,654	\$1,124

The Bank and a subsidiary own various property interests that were acquired in routine banking transactions generally before 1933. There was no ready market for these assets when they were initially acquired, and, as was general banking practice at the time, they were written down to a nominal value. The assets include direct and indirect ownership interests in scattered undeveloped acreage, various mineral interests, and a few commercial and residential sites primarily in southeast Louisiana.

The revenues and direct expenses related to these grandfathered property interests that are included in the statements of income follow.

	Years Ended December 31		
<i>(in thousands)</i>	2007	2006	2005
Revenues	\$4,375	\$1,944	\$2,207
Direct expenses	236	218	210

NOTE 9**BANK PREMISES AND EQUIPMENT**

A summary of bank premises and equipment by asset classification follows.

	December 31	
<i>(in thousands)</i>	2007	2006
Land	\$ 50,262	\$ 47,380
Buildings and improvements	203,093	186,967
Equipment and furnishings	125,412	117,703
	378,767	352,050
Accumulated depreciation	(188,672)	(176,941)
Total bank premises and equipment	\$ 190,095	\$ 175,109

Provisions for depreciation and amortization included in noninterest expense were as follows.

	Years Ended December 31		
<i>(in thousands)</i>	2007	2006	2005
Buildings and improvements	\$ 8,062	\$ 7,298	\$ 6,830
Equipment and furnishings	9,375	8,412	6,759
Total depreciation and amortization expense	\$17,437	\$15,710	\$13,589

At December 31, 2007, the Bank was obligated under a number of noncancelable operating leases, substantially all related to premises. Certain of these leases have escalation clauses and renewal options. Total rental expense was \$9.8 million in 2007, \$7.5 million in 2006 and \$5.1 million in 2005.

As of December 31, 2007, the future minimum rentals under noncancelable operating leases having an initial lease term in excess of one year were as follows.

<i>(in thousands)</i>	
2008	\$ 10,082
2009	9,004
2010	7,235
2011	6,561
2012	5,363
Later years	46,348
Total	\$84,593

NOTE 10**GOODWILL AND OTHER INTANGIBLE ASSETS**

Intangible assets consist mainly of identifiable intangibles, such as the value of deposit relationships, and goodwill acquired in business combinations accounted for as purchases. Note 3 presents information on goodwill and other intangible assets acquired in 2007. There were no dispositions of intangible assets during 2007.

Goodwill is tested for impairment at least annually. No indication of goodwill impairment was identified in the annual assessments as of September 30, 2007 and 2006. The balance of goodwill that will not generate future tax deductions was \$322 million at December 31, 2007.

Identifiable intangible assets with finite lives are amortized over the periods benefited and are evaluated for impairment similar to other long-lived assets. The Company's only significant identifiable intangible assets reflect the value of deposit relationships, all of which have finite lives. The weighted-average remaining life of identifiable intangible assets was approximately two years at December 31, 2007.

The carrying value of intangible assets subject to amortization was as follows.

<i>(in thousands)</i>	December 31, 2007			December 31, 2006		
	Purchase Value	Accumulated Amortization	Carrying Value	Purchase Value	Accumulated Amortization	Carrying Value
Deposit relationships and other identifiable intangibles	\$49,318	\$32,215	\$17,103	\$54,003	\$31,960	\$22,043
Unidentifiable intangibles	-	-	-	11,321	10,037	1,284
Total	\$49,318	\$32,215	\$17,103	\$65,324	\$41,997	\$23,327

Amortization of intangible assets included in noninterest expense was as follows.

<i>(in thousands)</i>	Years Ended December 31		
	2007	2006	2005
Deposit relationships and other identifiable intangibles	\$ 9,595	\$ 8,713	\$6,548
Unidentifiable intangibles	1,284	1,713	1,713
Total amortization	\$10,879	\$10,426	\$8,261

The following shows estimated amortization expense for the five succeeding years, calculated based on current amortization schedules.

<i>(in thousands)</i>	
2008	\$7,102
2009	4,533
2010	2,175
2011	1,505
2012 and thereafter	1,788

NOTE 11 DEPOSITS

The composition of deposits was as follows.

<i>(in thousands)</i>	December 31	
	2007	2006
Noninterest-bearing demand deposits	\$2,740,019	\$2,947,997
Interest-bearing deposits:		
NOW account deposits	1,151,988	1,099,408
Money market deposits	1,229,715	1,185,610
Savings deposits	879,609	965,652
Other time deposits	823,884	750,165
Time deposits \$100,000 and over	1,758,574	1,484,476
Total interest-bearing deposits	5,843,770	5,485,311
Total deposits	\$8,583,789	\$8,433,308

Deposits include funds of public entities, such as states and municipalities, and certain other deposits that are subject to collateral requirements. Public funds and other collateralized deposits totaled \$457 million and \$499 million at December 31, 2007 and 2006, respectively, including time deposits of \$251 million at the end of 2007 and \$263 million at the end of 2006.

Time deposits of \$100,000 or more include balances in treasury-management deposit products for commercial and certain other larger deposit customers. Balances maintained in such products totaled \$705 million and \$486 million at December 31, 2007 and 2006, respectively, and most of these deposits mature on a daily basis. Scheduled maturities of all time deposits at December 31, 2007 were as follows.

<i>(in thousands)</i>	
2008	\$2,463,396
2009	80,835
2010	37,276
2011	384
2012 and thereafter	567
Total	\$2,582,458

NOTE 12

SHORT-TERM BORROWINGS

Short-term borrowings consisted of the following.

<i>(in thousands)</i>	December 31	
	2007	2006
Securities sold under agreements to repurchase	\$771,717	\$438,643
Federal funds purchased	98,302	38,012
Treasury Investment Program	40,000	22,878
Total short-term borrowings	\$910,019	\$499,533

The Bank borrows funds on a secured basis by selling securities under agreements to repurchase, mainly in connection with treasury-management services offered to its deposit customers. Repurchase agreements generally mature daily. The Bank has the ability to exercise legal authority over the underlying securities. Mortgage-backed securities issued or guaranteed by U.S. government agencies and other agency securities with a fair value of \$787 million were sold under repurchase agreements at December 31, 2007.

Additional information about securities sold under repurchase agreements follows.

<i>(dollars in thousands)</i>	2007	2006	2005
At December 31			
Interest rate	3.15%	3.91%	2.73%
Balance	\$771,717	\$438,643	\$280,390
Average for the year			
Effective interest rate	3.80%	3.76%	1.91%
Balance	\$583,754	\$491,619	\$373,501
Maximum month-end outstanding	\$771,717	\$592,685	\$451,480

Federal funds purchased represent unsecured borrowings from other banks, generally on an overnight basis. Additional information about federal funds purchased follows.

<i>(dollars in thousands)</i>	2007	2006	2005
At December 31			
Interest rate	3.76%	4.94%	4.01%
Balance	\$98,302	\$ 38,012	\$ 99,595
Average for the year			
Effective interest rate	4.94%	4.80%	3.20%
Balance	\$48,128	\$ 61,560	\$165,813
Maximum month-end outstanding	\$98,302	\$161,869	\$387,346

From time to time, the Bank uses advances from the Federal Home Loan Bank (FHLB) as an additional source of short-term funds. The Bank made no use of short-term FHLB advances during 2007 and 2006. The advances assumed with Signature in 2007 and with Bradenton in 2006 were repaid shortly after these acquisitions. During 2005, the Bank borrowed \$92 million on average under short-term FHLB advances with an effective interest rate of 3.12%, and the maximum month-end balance was \$150 million. The FHLB makes advances on a secured basis.

Under the Treasury Investment Program, temporary excess U.S. Treasury receipts are loaned to participating financial institutions at 25 basis points under the federal funds rate. Repayment of these borrowed funds can be demanded at any time. The Bank limited its participation to a maximum of \$40 million and has pledged securities with a comparable value as collateral for borrowings under this program.

NOTE 13

LONG-TERM DEBT

Long-term debt consisted of the following.

<i>(in thousands)</i>	December 31	
	2007	2006
Subordinated notes payable	\$149,758	\$ -
Other long-term debt	15,697	17,394
<i>Total long-term debt</i>	\$165,455	\$17,394

In March 2007, the Bank issued \$150 million in subordinated notes with an interest rate of 5.875% and a maturity date of April 1, 2017. These notes qualify as capital for the calculation of the regulatory ratio of total capital to risk-weighted assets, subject to certain limitations as they approach maturity.

In connection with a bank acquisition, the Company assumed obligations under subordinated debentures payable to unconsolidated trusts which issued trust preferred securities. The carrying value of this mix of fixed-rate and variable-rate debentures was \$13.4 million at December 31, 2007 and \$16.8 million at December 31, 2006 and is included with other long-term debt above. The weighted-average yield was approximately 5.61% at year-end 2007. The debentures have maturities from 2031 through 2033, but they may be called with prior regulatory approval beginning at various dates from 2008 through 2011. Subject to certain adjustments, these debentures currently qualify as capital for the calculation of regulatory capital ratios.

NOTE 14**OTHER ASSETS AND ACCRUED EXPENSES AND OTHER LIABILITIES**

The more significant components of other assets and accrued expenses and other liabilities at December 31, 2007 and 2006 were as follows.

	December 31	
<i>(in thousands)</i>	2007	2006
<i>Other Assets</i>		
Net deferred income tax asset	\$ 51,718	\$ 66,914
Low-income housing tax credit fund investments	13,161	15,639
Cash surrender value of life insurance	12,258	9,134
Prepaid expenses	7,736	7,283
Insurance claim receivable	-	5,489
Miscellaneous investments, receivables and other assets	34,677	23,187
Total other assets	\$119,550	\$127,646
<i>Accrued Expenses and Other Liabilities</i>		
Accrued taxes and other expenses	\$ 27,969	\$ 21,020
Dividend payable	15,913	14,704
Liability for pension benefits	33,956	21,318
Obligation for postretirement benefits other than pensions	15,196	27,128
Reserve for losses on unfunded credit commitments	1,300	1,900
Miscellaneous payables, deferred income and other liabilities	17,852	18,673
Total accrued expenses and other liabilities	\$112,186	\$104,743

NOTE 15**EMPLOYEE BENEFIT PLANS*****Retirement Plans***

Whitney has a noncontributory qualified defined benefit pension plan covering substantially all of its employees, subject to minimum age and service-related requirements. The benefits are based on an employee's total years of service and his or her highest consecutive five-year level of compensation during the final ten years of employment. Contributions are made in amounts sufficient to meet funding requirements set forth in federal employee benefit and tax laws plus such additional amounts as the Company may determine to be appropriate. Based on currently available information, the Company anticipates making a contribution of approximately \$8 million during 2008.

Whitney also has an unfunded nonqualified defined benefit pension plan that provides retirement benefits to designated executive officers. These benefits are calculated using the qualified plan's formula, but without applying the restrictions imposed on qualified plans by certain provisions of the Internal Revenue Code. Benefits that become payable under the nonqualified plan would be reduced by amounts paid from the qualified plan.

The following table details the changes in the actuarial present value of the qualified and nonqualified pension benefit obligations and in the plans' assets for the years ended December 31, 2007 and 2006. The table also shows the funded status of each plan at each year end and the amounts recognized in the Company's consolidated balance sheets. Whitney uses a December 31 measurement date for all of its defined benefit retirement plans and other postretirement benefit plans.

<i>(in thousands)</i>	2007		2006	
	Qualified	Nonqualified	Qualified	Nonqualified
Changes in benefit obligation				
Benefit obligation, beginning of year	\$148,366	\$ 9,227	\$142,643	\$ 8,212
Service cost for benefits	7,862	420	7,597	391
Interest cost on benefit obligation	8,669	577	7,774	474
Net actuarial (gain) loss	(599)	587	(4,477)	198
Benefits paid	(5,332)	(48)	(5,171)	(48)
Benefit obligation, end of year	158,966	10,763	148,366	9,227
Changes in plan assets				
Plan assets at fair value, beginning of year	136,275	-	125,347	-
Actual return on plan assets	5,356	-	16,621	-
Employer contribution	-	48	-	48
Benefits paid	(5,332)	(48)	(5,171)	(48)
Plan expenses	(526)	-	(522)	-
Plan assets at fair value, end of year	135,773	-	136,275	-
Funded status and pension liability recognized	\$ (23,193)	\$(10,763)	\$ (12,091)	\$(9,227)

The weighted-average assumptions used to determine the benefit obligation for both the qualified and nonqualified plans at December 31, 2007 and 2006 follow.

	2007	2006
Discount rate	6.00%	5.75%
Rate of future compensation increases	3.58	3.58

The accumulated benefit obligation was \$137 million and \$128 million, respectively, for the qualified plan at December 31, 2007 and 2006, and \$10.2 million and \$8.5 million, respectively, for the nonqualified plan. The calculation of the accumulated benefit obligation ignores the assumption about future compensation levels.

Benefit payments under the qualified and nonqualified plans are expected to total \$6.5 million in 2008, \$7.3 million in 2009, \$8.0 million in 2010, \$8.6 million in 2011, \$9.5 million in 2012, and \$59.9 million for the next five years combined. These estimates were developed based on the same assumptions used in measuring benefit obligations as of December 31, 2007.

The components of net periodic pension expense were as follows for the qualified and nonqualified plans.

<i>(in thousands)</i>	2007		2006		2005	
	Qualified	Nonqualified	Qualified	Nonqualified	Qualified	Nonqualified
Service cost for benefits in period	\$ 7,862	\$ 420	\$ 7,597	\$ 391	\$ 6,926	\$ 395
Interest cost on benefit obligation	8,669	577	7,774	474	7,208	415
Expected return on plan assets	(10,695)	-	(9,838)	-	(8,352)	-
Amortization of:						
Net actuarial loss	906	284	1,763	227	920	181
Prior service credit	(108)	(8)	(107)	(9)	(108)	(9)
Transition obligation	-	-	-	53	-	57
Net periodic pension expense	\$ 6,634	\$1,273	\$ 7,189	\$1,136	\$ 6,594	\$1,039

The Company used the following weighted-average assumptions in determining the net pension expense for both the qualified and nonqualified plans for each of the three years in the period ended December 31, 2007.

	2007	2006	2005
Discount rate	5.75%	5.50%	5.75%
Rate of future compensation increases	3.58	3.58	4.00
Expected long-term return on plan assets	8.00	8.00	8.00

SFAS No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans – an amendment of FASB Statements No. 87, 88, 106 and 132(R)*, was effective as of the end of 2006. This statement requires that an employer recognize the funded status of a benefit plan as an asset or liability in its statement of financial position. To recognize the funded status of the plans upon initial adoption as of December 31, 2006, the Company eliminated the remaining prepaid pension asset for the qualified plan of \$8.1 million and increased the pension liability by \$12.6 million. The corresponding charge, representing the remaining unrecognized net actuarial loss of \$22.4 million and an unrecognized net prior service credit of \$.2 million at adoption, was reported, net of tax, as a \$13.5 million adjustment of accumulated other comprehensive loss at year-end 2006. Beginning in 2007, the gains or losses and prior service costs or credits with respect to a retirement benefit plan that arise in a period but are not immediately recognized as components of net periodic benefit expense are recognized, net of tax, as a component of other comprehensive income. The amounts included in accumulated other comprehensive income are adjusted as they are recognized as components of net periodic benefit expense in subsequent periods.

The following table shows changes in the amounts recognized in accumulated other comprehensive income or loss during 2007 for both the qualified and nonqualified plans.

(in thousands)	Net actuarial gain (loss)	Prior service (cost) credit	Total	Tax effect	Total, net of tax
Balance at December 31, 2006	\$ (22,381)	\$ 152	\$(22,229)	\$7,780	\$(14,449)
Changes arising during the period	(5,853)	-	(5,853)	2,048	(3,805)
Adjustments for amounts recognized in net periodic benefit cost	1,190	(116)	1,074	(377)	697
Recognized in comprehensive income (loss)	(4,663)	(116)	(4,779)	1,671	(3,108)
Balance at December 31, 2007	\$ (27,044)	\$ 36	\$(27,008)	\$9,451	\$(17,557)

The amounts of the net actuarial loss and prior service cost (credit) included in accumulated other comprehensive loss at the end of 2007 that are expected to be recognized as components of net pension expense (benefit) in 2008 for both plans total \$1.0 million and \$(.1) million, respectively.

The following table shows the percentage allocation of plan assets by investment category at December 31, 2007 and 2006, as well as the long-range average target allocation currently set by the investment manager and the target allocation ranges specified in the plan's investment policy.

	Actual Allocation		Long-range Average Target	Policy Range
	2007	2006		
Equity securities	67%	73%	55%	40-70%
Corporate debt securities	13	11		
U. S. Treasury and government agency securities	18	14		
Total debt securities	31	25	40	30-50
Cash investments	2	2	5	0-10
Total	100%	100%		

Whitney determines its assumption regarding the expected long-term return on plan assets with reference to the plan's investment policy and practices, including the tolerance for market and credit risk, and historical returns for benchmark indices specified in the policy. The policy communicates risk tolerance in terms of diversification criteria and constraints on investment quality. The plan may not hold debt securities of any single issuer, except the U.S. Treasury and U.S. government agencies, in excess of 10% of plan assets. In addition, all purchases for the debt portfolio are limited to investment grade securities of less than 10 years' maturity. The policy also calls for diversification of equity holdings across business segments and states a preference for holdings in companies that demonstrate consistent growth in earnings and dividends. No company's equity securities shall comprise more than 5% of the plan's total market value. Limited use of derivatives is authorized by the policy, but the investment manager has not employed these instruments.

Plan assets included 39,175 shares of Whitney common stock with a value of \$1.0 million (.8% of plan assets) at December 31, 2007, and 49,175 shares with a value of \$1.6 million (1.2% of plan assets) at December 31, 2006.

Whitney sponsors an employee savings plan under Section 401(k) of the Internal Revenue Code that covers substantially all full-time employees. The Company annually matches the savings of each participant up to 4% of his or her compensation. Tax law imposes limits on total annual participant savings. Participants are fully vested in their savings and in the matching Company contributions at all times. The expense of the Company's matching contributions was approximately \$3.7 million in 2007, \$3.4 million in 2006 and \$3.2 million in 2005.

Health and Welfare Plans

Whitney has offered health care and life insurance benefit plans for retirees and their eligible dependents. Participant contributions are required under the health plan. All health care benefits are covered under contracts with health maintenance or preferred provider organizations or insurance contracts. The Company funds its obligations under these plans as contractual payments come due to health care organizations and insurance companies.

During the first quarter of 2007, Whitney amended these plans to eliminate postretirement health benefits for all participants other than retirees already receiving benefits and those active participants who would be eligible to receive benefits by December 31, 2007 and to eliminate dental benefits for all participants. The amendment also froze the Company's health care benefit subsidy at current levels and eliminated the life insurance benefit for employees who retire after December 31, 2007.

The following table presents changes in the actuarial present value of the benefit obligation, the funded status of the plan, and the related amounts recognized and not recognized in the Company's consolidated balance sheets.

<i>(in thousands)</i>	2007	2006
Changes in benefit obligation		
Benefit obligation, beginning of year	\$ 27,128	\$ 20,150
Service cost for benefits	434	1,784
Interest cost on benefit obligation	999	1,057
Participant contributions	724	671
Net actuarial (gain) loss	(691)	4,903
Plan amendment	(11,777)	-
Benefits paid, net of Medicare subsidy received	(1,621)	(1,437)
Benefit obligation, end of year	15,196	27,128
Changes in plan assets		
Plan assets, beginning of year	-	-
Employer contributions	897	766
Participant contributions	724	671
Benefits paid, net of Medicare subsidy received	(1,621)	(1,437)
Plan assets, end of year	-	-
Funded status and postretirement benefit liability recognized	\$(15,196)	\$(27,128)

Annual benefit payments, net of Medicare subsidies, are expected to range from \$1.0 million to \$1.4 million over the next ten years. These estimates were developed based on the same assumptions used in measuring benefit obligations as of December 31, 2007.

The discount rates used to determine the present value of the postretirement benefit obligation and the net periodic expense were the same as those shown above for the defined benefit pension plan. The Company also assumed the following trends in health care costs for the actuarial calculation of the benefit obligation at December 31, 2007 and 2006.

	Pre- and Post- Medicare Age Cost	
	2007	2006
Cost trend rate for next year	8%	8%
Ultimate rate to which the cost trend rate gradually declines	5	5
Year in which the ultimate trend rate is reached	2011	2010

The components of net periodic postretirement benefit expense were as follows.

<i>(in thousands)</i>	2007	2006	2005
Service cost for benefits in period	\$ 434	\$1,784	\$1,438
Interest cost on benefit obligation	999	1,057	862
Amortization of:			
Net actuarial loss	2,016	722	548
Prior service credit	(1,960)	(564)	(564)
Prior service credit recognized on plan amendment	(734)	-	-
Net periodic postretirement benefit expense	\$ 755	\$2,999	\$2,284

A 1% increase or decrease in the assumed health care cost trend rates would impact the calculation of the benefit obligation and net periodic expense as follows.

<i>(in thousands)</i>	1% Increase	1% Decrease
Effect on total of service and interest components of expense	\$ 69	\$ (44)
Effect on postretirement benefit obligation	1,060	(654)

To recognize the funded status of the plan upon initial adoption of SFAS No. 158 in 2006, the Company recorded an additional benefit liability of \$13.0 million that represented the remaining unrecognized net actuarial loss of \$14.0 million and an unrecognized net prior service credit of \$1.0 million at adoption. The corresponding charge was reported, net of tax, as an \$8.5 million adjustment of accumulated other comprehensive loss at December 31, 2006.

The following shows changes in the amounts recognized in accumulated other comprehensive income or loss during 2007.

<i>(in thousands)</i>	Net actuarial gain (loss)	Prior service (cost) credit	Total	Tax effect	Total net of tax
Balance at December 31, 2006	\$(14,061)	\$ 1,019	\$(13,042)	\$ 4,565	\$(8,477)
Changes arising during the period:					
Plan amendment	600	10,444	11,044	(3,865)	7,179
Other changes arising during the period	714	-	714	(250)	464
Adjustments for amounts recognized in net periodic benefit cost	2,016	(1,960)	56	(20)	36
Recognized in comprehensive income (loss)	3,330	8,484	11,814	(4,135)	7,679
Balance at December 31, 2007	\$(10,731)	\$ 9,503	\$ (1,228)	\$ 430	\$ (798)

The amounts of the net actuarial loss and prior service credit included in accumulated other comprehensive loss at the end of 2007 that are expected to be recognized as components of net postretirement benefit expense (benefit) in 2008 are \$2.1 million and \$(2.2) million, respectively.

NOTE 16

SHARE-BASED COMPENSATION

Whitney maintains incentive compensation plans that incorporate share-based compensation. The plans for both employees and directors have been approved by the Company's shareholders. The most recent long-term incentive plan for key employees was approved in 2007 (the 2007 plan).

The Compensation and Human Resources Committee of the Board of Directors administers the employee plans, designates who will participate and authorizes the awarding of grants. Under the 2007 plan, participants may be awarded stock options, restricted stock and stock units, including those subject to the attainment of performance goals, and stock appreciation rights, as well as other stock-based awards that the Committee deems consistent with the plan's purposes. These are substantially the same as the awards that were available under prior plans. To date, the Committee has awarded both stock options as well as performance-based and tenure-based restricted stock and restricted stock units under the 2007 plan or prior plans.

The 2007 plan authorizes awards with respect to a maximum of 3,200,000 Whitney common shares. Shares subject to awards that have been settled in cash are not counted against the maximum authorization. At December 31, 2007, the Committee could make future awards with respect to 2,560,875 shares. This remaining authorization reflects a reduction for the maximum number of shares that could be issued with respect to performance-based awards under this plan until the performance measurement periods have been completed and the final performance adjustment is known. The stock issued for employee or director awards may come from unissued shares or shares held in treasury.

The directors' plan provides for the annual award of stock grants and stock options to each nonemployee director. Under this plan as originally implemented, Whitney was authorized to issue an aggregate number of common shares not exceeding 3% of the Company's outstanding shares, but in no event more than 1,687,500 shares. The Board of Directors has subsequently amended the plan to reduce the authorized shares to no more than 937,500. At December 31, 2007, 380,141 shares remain available for future award and issuance under the directors' plan.

Employees forfeit the restricted stock units granted in 2007 and 2006 if they terminate employment within three years of the award date, although they can retain a prorated number of units in the case of retirement, death, disability and, in limited circumstances, involuntary termination. During the three-year period, they cannot transfer or otherwise dispose of the units awarded. The performance-based restricted stock units that ultimately vest will be determined with reference to Whitney's financial performance over a three-year period in relation to that of a designated peer group. Prior to 2006, the Company had awarded performance-based restricted stock, but with substantially the same terms as the performance-based restricted units. All employee restricted stock and stock units would vest and the restrictions on their shares would lapse upon a change in control of the Company. The directors' stock grants are fully vested upon award.

The following table recaps changes during 2007 in the number of shares that are expected to ultimately be issued with respect to employees' performance-based and tenure-based restricted stock and stock units, taking into consideration expected performance factors but not expected forfeitures.

	Tenure-based		Performance-based	
	Shares	Weighted-Average Grant Date Fair Value	Shares	Weighted-Average Grant Date Fair Value
Nonvested at December 31, 2006	-	\$ -	1,218,240	\$32.40
Granted	105,175	28.76	305,375	27.33
Net change on updated performance estimates	-	-	48,240	32.82
Vested	-	-	(342,980)	29.08
Actual forfeitures	(500)	28.76	(25,304)	33.17
Nonvested at December 31, 2007 ^(a)	104,675	\$28.76	1,203,571	\$31.58

(a) Performance-based total includes 858,738 shares that could be issued with respect to awards whose performance measurement periods were not completed by December 31, 2007. The maximum shares that potentially could be issued with respect to these awards total 1,010,280. Under certain levels of performance, no shares would be issued.

The Company recognized compensation expense with respect to employee restricted stock and stock units of \$13.3 million in 2007, \$12.0 million for 2006 and \$9.4 million in 2005. The income tax benefits associated with this compensation were approximately \$4.7 million, \$4.2 million and \$3.3 million, respectively, in 2007, 2006 and 2005. Unrecognized compensation related to restricted stock and stock units expected to vest totaled \$19.5 million at December 31, 2007. This compensation will be recognized over an expected weighted-average period of 1.9 years. The total fair value of the restricted stock that vested during 2007 was \$10.4 million, based on the closing market price of Whitney's common stock on the vesting date. The fair value of vested restricted stock totaled \$10.3 million in 2006 and \$8.0 million in 2005.

Directors' stock grants totaled 8,100 shares in 2007, 8,775 shares in 2006 and 10,125 shares in 2005. The aggregate grant date fair value of these awards was \$244,000 in 2007, \$310,000 in 2006 and \$330,000 in 2005.

The following table summarizes combined stock option activity under the employee and director plans.

	Number	Weighted-Average Exercise Price
Outstanding at December 31, 2004	3,012,497	\$22.47
Options granted	506,325	31.73
Options exercised	(591,216)	20.80
Options forfeited	(19,562)	28.76
Outstanding at December 31, 2005	2,908,044	24.38
Options granted	297,300	35.40
Options exercised	(379,864)	21.29
Options forfeited	(8,250)	30.43
Outstanding at December 31, 2006	2,817,230	25.95
Options granted	239,450	29.06
Options exercised	(191,027)	21.08
Options forfeited	(52,675)	31.40
Outstanding at December 31, 2007	2,812,978	\$26.44
Exercisable at December 31, 2007	2,400,278	\$25.41

Employees can first exercise their stock options from the 2007 and 2006 awards three years from the grant date, provided they are still employed. A prorated number of options can vest and become immediately exercisable upon an employee's retirement, death or disability within this three-year period, and all options would vest upon a change in control of the Company. All employee options expire after ten years, although an earlier expiration applies in the case of retirement, death or disability. The exercise price for employee options is set at an amount not lower than the opening market price for Whitney's stock on the grant date. Before 2006, employee stock options were awarded without the three-year service requirement, but otherwise had substantially the same terms as the options awarded in 2007 and 2006. Directors' stock options are immediately exercisable and expire no later than ten years from the grant date. The exercise price for directors' options is set at the closing market price for the Company's stock on the grant date.

The following table presents certain additional information about stock options as of December 31, 2007. The intrinsic value of an option is the excess of the closing market price of Whitney's common stock over its exercise price.

<i>(dollars in thousands, except per share data)</i>		Weighted- Average Years to Expiration	Weighted- Average Exercise Price	Aggregate Intrinsic Value
Range of Exercise Prices	Number			
Options Exercisable				
\$15.31-\$18.86	447,298	2.5	\$17.72	
\$20.52-\$24.44	807,074	4.1	22.60	
\$28.86-\$29.83	593,406	6.5	28.95	
\$30.10-\$35.37	552,500	7.8	31.94	
\$15.31-\$35.37	2,400,278	5.1	\$25.41	\$6,636
Options Outstanding				
\$15.31-\$35.41	2,812,978	5.7	\$26.44	\$6,636

The following table provides information on total cash proceeds received on option exercises, the intrinsic value of options exercised by employees and directors based on the Company's closing stock price as of the exercise dates, and related tax benefits realized by Whitney. The tax benefit in each year was credited to capital surplus. The impact of the tax benefit was reported as a cash flow from financing activities in the consolidated statement of cash flows for 2007 and 2006 and as a cash flow from operations in 2005.

<i>(in thousands)</i>	Years Ended December 31		
	2007	2006	2005
Proceeds from option exercises	\$3,813	\$7,323	\$11,767
Intrinsic value of option exercised	1,703	5,068	5,983
Tax benefit realized	475	1,503	1,738

Whitney is following SFAS No. 123R for all awards granted after December 31, 2005 and awards modified, repurchased, or cancelled after that date. This revised accounting standard established the fair value-based method as the exclusive method of accounting for share-based compensation, with only limited exceptions. For outstanding awards for which the required service period extended beyond December 31, 2005, SFAS No. 123R required Whitney to recognize compensation after that date based on the grant-date fair value of those awards as calculated for pro forma disclosure under the original SFAS No. 123. As of December 31, 2005, all stock options awarded by the Company were fully vested and exercisable and there were no continuing service requirements. The service requirements for certain performance-based restricted stock awards did extend beyond December 31, 2005. During 2005, Whitney recognized compensation expense with respect to restricted stock awards under Accounting Principles Board Opinion (APB) No. 25 and related interpretations. The expense recognized under APB No. 25 was also based on fair value, but the timing of when fair value was determined and the method of allocating expense over time differed in certain respects from what was required under SFAS No. 123.

The following shows pro forma net income and earnings per share for 2005 assuming Whitney had applied SFAS No. 123 to measure and to recognize share-based compensation expense for that year.

<i>(in thousands, except per share data)</i>	2005
Net income	\$102,349
Share-based compensation expense included in reported net income, net of related tax effects	6,091
Share-based compensation expense determined under fair value-based method for all awards, net of related tax effects	(7,696)
Pro forma net income	\$100,744
Earnings per share:	
Basic - as reported	\$ 1.65
Basic - pro forma	1.62
Diluted - as reported	1.63
Diluted - pro forma	1.60

The fair values of the stock options were estimated as of the grant dates using the Black-Scholes option-pricing model. The significant assumptions made in applying the option-pricing model are shown in following table. Both the volatility assumption and the weighted-average life assumption were based primarily on historical experience.

	2007	2006	2005
Weighted-average expected annualized volatility	21.17%	22.85%	22.97%
Weighted-average option life (in years)	6.61	5.40	5.60
Expected annual dividend yield	3.50%	3.25%	3.14%
Weighted-average risk-free interest rate	4.96%	5.14%	3.87%
Weighted-average grant date fair value of options awarded	\$ 5.83	\$ 7.40	\$ 6.09

NOTE 17

REGULATORY MATTERS

Regulatory Capital Requirements

Measures of regulatory capital are an important tool used by regulators to monitor the financial health of insured financial institutions. The primary quantitative measures used by regulators to gauge capital adequacy are the ratio of Tier 1 regulatory capital to average total assets, also known as the leverage ratio, and the ratios of Tier 1 and total regulatory capital to risk-weighted assets. The regulators define the components and computation of each of these ratios. The minimum capital ratios for both the Company and the Bank are generally 4% leverage, 4% Tier 1 capital and 8% total capital. Regulators may, however, set higher capital requirements for an individual institution when particular circumstances warrant.

To evaluate capital adequacy, regulators compare an institution's regulatory capital ratios with their agency guidelines, as well as with the guidelines established as part of the uniform regulatory framework for prompt corrective supervisory action toward insured institutions. In reaching an overall conclusion on capital adequacy or assigning an appropriate classification under the uniform framework, regulators must also consider other subjective and quantitative assessments of risk associated with the institution. Regulators will take certain mandatory as well as possible additional discretionary actions against institutions they judge to be inadequately capitalized. These actions could materially impact the institution's financial position and results of operations.

Under the regulatory framework for prompt corrective action, the capital levels of banks are categorized into one of five classifications ranging from well-capitalized to critically under-capitalized. For an institution to qualify as well-capitalized, its leverage, Tier 1 and total capital ratios must be at least 5%, 6% and 10%, respectively. If an institution fails to remain well-capitalized, it will be subject to a series of operating restrictions that increase as the capital condition worsens. An institution's capital level is also an important factor in determining the deposit insurance premium it pays under the FDIC's risk-based assessment system. As of December 31, 2007 and 2006, the Bank was categorized as well-capitalized.

The actual capital amounts and ratios for the Company and the Bank are presented in the following tables, together with the corresponding capital amounts determined using regulatory guidelines.

<i>(dollars in thousands)</i>	Actual			Well-
December 31, 2007	Amount	Ratio	Minimum ^(a)	Capitalized ^(b)
Leverage (Tier I Capital to Average Assets):				
Company	\$ 911,141	8.79%	\$414,683	(c)
Bank	792,175	7.66	413,744	\$517,180
Tier I Capital (to Risk-Weighted Assets):				
Company	911,141	10.10	360,954	(c)
Bank	792,175	8.80	360,016	540,024
Total Capital (to Risk-Weighted Assets):				
Company	1,150,108	12.75	721,909	(c)
Bank	1,031,011	11.46	720,033	900,041
December 31, 2006				
Leverage (Tier I Capital to Average Assets):				
Company	\$ 853,774	8.76%	\$389,706	(c)
Bank	775,536	7.98	388,964	\$486,204
Tier I Capital (to Risk-Weighted Assets):				
Company	853,774	10.24	333,637	(c)
Bank	775,536	9.32	332,857	499,285
Total Capital (to Risk-Weighted Assets):				
Company	931,601	11.17	667,274	(c)
Bank	853,292	10.25	665,714	832,142

(a) Minimum capital required for capital adequacy purposes.

(b) Capital required for well-capitalized status under regulatory framework for prompt corrective action.

(c) Not applicable.

Other Regulatory Matters

Dividends received from the Bank represent the primary source of funds available to the Company for the declaration and payment of dividends to Whitney's shareholders. There are various regulatory and statutory provisions that limit the amount of dividends that the Bank can distribute to the Company. During 2008, the Bank will have available an amount equal to approximately \$113 million plus its current net income to declare as dividends to the Company without prior regulatory approval. At December 31, 2007, the Company had approximately \$126 million in cash and demand notes from the Bank available to provide liquidity for future dividend payments to its shareholders and other corporate purposes.

Under current Federal Reserve regulations, the Bank is limited in the amounts it may lend to the Company to a maximum of 10% of its capital and surplus, as defined in the regulations. Any such loans must be collateralized from 100% to 130% of the loan amount, depending upon the nature of the underlying collateral. The Bank made no loans to the Company during 2007 and 2006.

Banks are required to maintain currency and coin or a noninterest-bearing balance with the Federal Reserve Bank to meet reserve requirements based on a percentage of deposits. During 2007 and 2006, the Bank covered substantially all of its reserve maintenance requirement with balances of coin and currency.

NOTE 18

OFF-BALANCE SHEET FINANCIAL INSTRUMENTS

To meet the financing needs of its customers, the Bank issues financial instruments which represent conditional obligations that are not recognized, wholly or in part, in the consolidated balance sheets. These financial instruments include commitments to extend credit under loan facilities and guarantees under standby and other letters of credit. Such instruments expose the Bank to varying degrees of credit and interest rate risk in much the same way as funded loans.

Revolving loan commitments are issued primarily to support commercial activities. The availability of funds under revolving loan commitments generally depends on whether the borrower continues to meet credit standards established in the underlying contract and has not violated other contractual conditions. A number of such commitments are used only partially or, in some cases, not at all before they expire. Nonrevolving loan commitments are issued mainly to provide financing for the acquisition and development or construction of real property, both commercial and residential, although many are not expected to lead to permanent financing by the Bank. Loan commitments generally have fixed expiration dates and may require payment of a fee. Credit card and personal credit lines are generally subject to cancellation if the borrower's credit quality deteriorates, and many lines remain partly or wholly unused.

Substantially all of the letters of credit are standby agreements that obligate the Bank to fulfill a customer's financial commitments to a third party if the customer is unable to perform. The Bank issues standby letters of credit primarily to provide credit enhancement to its customers' other commercial or public financing arrangements and to help them demonstrate financial capacity to vendors of essential goods and services. A substantial majority of standby letters of credit outstanding at year-end 2007 have a term of one year or less.

The Bank's exposure to credit losses from these financial instruments is represented by their contractual amounts. The Bank follows its standard credit policies in approving loan facilities and financial guarantees and requires collateral support if warranted. The required collateral could include cash instruments, marketable securities, accounts receivable, inventory, property, plant and equipment, and income-producing commercial property. See Note 7 for a summary analysis of changes in the reserve for losses on unfunded credit commitments.

A summary of off-balance sheet financial instruments follows.

	December 31	
<i>(in thousands)</i>	2007	2006
Loan commitments – revolving	\$2,475,656	\$2,261,861
Loan commitments – nonrevolving	534,673	471,264
Credit card and personal credit lines	551,748	528,276
Standby and other letters of credit	391,922	385,478

NOTE 19**ESTIMATED FAIR VALUE OF FINANCIAL INSTRUMENTS**

SFAS No. 107, *Disclosures about Fair Value of Financial Instruments*, requires the disclosure of estimated fair value information about certain on- and off-balance-sheet financial instruments where it is practicable to estimate those values. If quoted market prices are not available, which is true for many of Whitney's financial instruments, the Company estimates fair value using present value or other valuation techniques. The assumptions used in applying these techniques, such as those concerning appropriate discount rates and estimates of future cash flows, require considerable judgment and significantly affect the resulting fair value estimates. In addition, no value estimate is assigned to future business opportunities from long-term customer relationships underlying certain financial instruments. Accordingly, the derived fair value estimates may not indicate the amount the Company could realize in a current settlement of the financial instruments. Reasonable comparability of fair value estimates between financial institutions may not be possible due to the wide range of permitted valuation techniques and numerous assumptions involved. The aggregate fair value amounts presented do not, and are not intended to, represent an aggregate measure of the underlying fair value of the Company.

The following significant methods and assumptions were used by the Company to estimate the fair value of financial instruments:

Cash, federal funds sold and short-term investments— The carrying amount was used as a reasonable estimate of the fair value of cash and due from financial institutions, federal funds sold and short-term investments.

Investment in securities— Fair values of securities were based on quoted market prices obtained from independent pricing services.

Loans— Loans with no significant change in credit risk and with rates that are repriced in coordination with movements in market rates were valued at carrying amounts. The fair values of other loans were estimated by discounting scheduled cash flows to maturity using current rates at which loans with similar terms would be made to borrowers of similar credit quality. Appropriate adjustments were made to reflect probable credit losses.

Deposits — SFAS No. 107 requires that deposits without a stated maturity, such as noninterest-bearing demand deposits, NOW account deposits, money market deposits and savings deposits, be assigned fair values equal to the amounts payable upon demand (carrying amounts). Deposits with a stated maturity were valued by discounting contractual cash flows using a discount rate approximating current market rates for deposits of similar remaining maturity.

Short-term borrowings— Short-term borrowings are valued fairly at their carrying amounts.

Long-term debt— The fair value of long-term debt was estimated by discounting contractual payments at current market interest rates.

Off-balance sheet financial instruments— Off-balance sheet financial instruments include commitments to extend credit and guarantees under standby and other letters of credit. The fair values of such instruments were estimated using fees currently charged for similar arrangements in the market, adjusted for changes in terms and credit risk as appropriate. The estimated fair values of these instruments were not material.

The estimated fair values of the Company's financial instruments follow.

	December 31, 2007		December 31, 2006	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
<i>(in thousands)</i>				
ASSETS:				
Cash and short-term investments	\$ 824,757	\$ 824,757	\$ 632,244	\$ 632,244
Investment securities	1,985,237	1,987,239	1,886,093	1,886,306
Loans held for sale	16,575	16,840	26,966	27,380
Loans, net	7,497,792	7,503,265	6,974,489	6,926,462
LIABILITIES:				
Deposits	8,583,789	8,588,181	8,433,308	8,432,291
Short-term borrowings	910,019	910,019	499,533	499,533
Long-term debt	165,455	161,021	17,394	17,515

NOTE 20
CONTINGENCIES

Legal Proceedings

The Company and its subsidiaries are parties to various legal proceedings arising in the ordinary course of business. After reviewing pending and threatened actions with legal counsel, management believes that the ultimate resolution of these actions will not have a material effect on the Company's financial condition, results of operations or cash flows.

Indemnification Obligation

In October 2007, Visa Inc. completed restructuring transactions that modified the obligation of members of Visa USA, including Whitney, to indemnify Visa against pending and possible settlements of certain litigation matters. Whitney recorded a \$1.0 million liability for the estimated value of its obligations under the indemnification agreement. Visa Inc. plans to use a portion of the proceeds from an initial public offering of its shares to establish an escrow account that will fund any settlement of these matters. The amount of offering proceeds escrowed for litigation settlements will reduce the number of shares of Visa stock to which Whitney will ultimately be entitled as a result of the restructuring.

Insurance Matters Related to Natural Disaster

During the third quarter of 2007, Whitney reached a final settlement on insurance claims primarily arising from the hurricanes that struck portions of its market area in late summer of 2005. With this settlement, the Company recognized a gain of \$31.3 million. This gain mainly related to insured costs to replace or restore banking premises and equipment that are capitalized and that exceed the carrying value of the damaged properties.

NOTE 21

OTHER NONINTEREST INCOME

The components of other noninterest income were as follows.

	Years Ended December 31		
<i>(in thousands)</i>	2007	2006	2005
Credit-related fees	\$ 5,417	\$ 5,307	\$ 5,029
Investment services income	5,836	4,994	3,655
ATM fees	5,374	5,154	4,085
Other fees and charges	4,818	4,511	3,745
Other operating income	35,181	3,201	4,536
Net gains on sales and other revenue from foreclosed assets	5,109	2,102	2,692
Net gains (losses) on disposals of surplus property	(100)	(57)	1,369
Total	\$61,635	\$25,212	\$25,111

Other operating income in 2007 includes a \$31.3 million gain related to an insurance settlement as discussed in Note 20.

NOTE 22**OTHER NONINTEREST EXPENSE**

The components of other noninterest expense were as follows.

<i>(in thousands)</i>	Years Ended December 31		
	2007	2006	2005
Security and other outsourced services	\$15,735	\$14,755	\$10,493
Advertising and promotion	4,740	6,999	4,436
Operating supplies	4,120	4,419	3,853
Bank card processing services	4,008	3,508	3,036
Deposit insurance and regulatory fees	2,462	2,494	2,160
Miscellaneous operating losses	4,140	8,449	6,044
Other operating expense	20,383	25,050	19,348
Total	\$55,588	\$65,674	\$49,370

NOTE 23**INCOME TAXES**

The components of income tax expense (benefit) follow.

<i>(in thousands)</i>	Years Ended December 31		
	2007	2006	2005
Included in net income			
Current			
Federal	\$67,692	\$68,799	\$ 52,538
State	3,297	2,366	2,084
Total current	70,989	71,165	54,622
Deferred			
Federal	3,445	(2,121)	(11,030)
State	(124)	120	(585)
Total deferred	3,321	(2,001)	(11,615)
Total included in net income	\$74,310	\$69,164	\$ 43,007
Included in shareholders' equity			
Deferred tax related to the change in the net unrealized gain or (loss) on securities	\$ 9,497	\$ 1,154	\$ (9,298)
Deferred tax related to the change in the pension and other post-retirement benefits liabilities	2,463	46	(534)
Current tax related to nonqualified stock options and restricted stock	(998)	(2,582)	(2,107)
Total included in shareholders' equity	\$10,962	\$ (1,382)	\$ (11,939)

Deferred income tax expense included in shareholders' equity for 2006 does not include the tax effect associated with the additional liabilities for pension and other postretirement benefits that were recorded as of December 31, 2006 on the adoption of SFAS No. 158. The charge for these additional liabilities was shown, net of the tax effect of \$11.8 million, as an adjustment to ending accumulated other comprehensive loss in the consolidated statements of changes in shareholders' equity for 2006. See Note 15 for additional information on the adoption of SFAS No. 158.

The effective rate of tax included in net income differed from the statutory federal income tax rate because of the following factors.

<i>(in percentages)</i>	Years Ended December 31		
	2007	2006	2005
Federal income tax rate	35.00%	35.00%	35.00%
Increase (decrease) resulting from			
Tax exempt income	(1.52)	(1.69)	(2.50)
Low income housing credits	(1.07)	(1.10)	(1.64)
Disaster-relief credit	(.16)	(.33)	(1.31)
State income tax and miscellaneous items	.72	.47	.04
Effective tax rate	32.97%	32.35%	29.59%

Federal disaster-relief legislation provided for a tax credit to businesses in storm-affected areas based on certain salaries paid to qualifying employees. Application of this provision reduced Whitney's income tax expense by \$.4 million in 2007, \$.7 million in 2006 and \$1.9 million in 2005.

Temporary differences arise between the tax bases of assets or liabilities and their reported amounts in the financial statements. The expected tax effects when these differences are resolved are recorded currently as deferred tax assets or liabilities. The components of the net deferred income tax asset, which is included in other assets on the consolidated balance sheets, follow.

<i>(in thousands)</i>	December 31	
	2007	2006
Deferred tax assets:		
Allowance for credit losses and losses on foreclosed assets	\$31,041	\$26,970
Employee compensation and benefits	31,323	28,363
Net unrealized loss on securities available for sale	242	9,740
Unrecognized interest income	4,848	5,124
Other	7,485	6,421
Total deferred tax assets	74,939	76,618
Deferred tax liabilities:		
Depreciable and amortizable assets	14,274	8,316
Gain recognized on casualty insurance settlement	7,262	-
Other	1,685	1,388
Total deferred tax liabilities	23,221	9,704
Net deferred tax asset	\$51,718	\$66,914

As discussed in Note 2, the Company adopted the provisions of FIN 48, *Accounting for Uncertainty in Income Taxes*, on January 1, 2007. At adoption, Whitney reduced its liability for unrecognized tax benefits from uncertain tax positions by \$.7 million with a corresponding increase to beginning retained earnings for 2007. The liability for unrecognized tax benefits was approximately \$.3 million at both the adoption of FIN 48 and December 31, 2007, and changes in the liability during the year were insignificant. The Company does not expect the liability for unrecognized tax benefits to change significantly during 2008. Whitney recognizes interest and penalties, if any, related to income tax matters in income tax expense, and the amounts recognized during 2007 were insignificant.

The Company and its subsidiaries file a consolidated federal income tax return and various separate company state returns. With few exceptions, the returns for years before 2004 are not open for examination by federal or state taxing authorities.

NOTE 24**STOCK REPURCHASE PROGRAM**

In November 2007, the Board of Directors authorized the Company to repurchase up to 4 million shares of its common stock. As of December 31, 2007, Whitney had repurchased 1,895,091 shares at an average cost of \$26.13 per share under this program. The program extends through December 2008.

NOTE 25**EARNINGS PER SHARE**

The components used to calculate basic and diluted earnings per share were as follows.

<i>(dollars in thousands, except per share data)</i>	Years Ended December 31		
	2007	2006	2005
Numerator:			
Net income	\$151,054	\$144,645	\$102,349
Effect of dilutive securities	-	-	-
Numerator for diluted earnings per share	\$151,054	\$144,645	\$102,349
Denominator:			
Weighted-average shares outstanding	66,953,343	64,687,363	62,008,004
Effect of potentially dilutive securities and contingently issuable shares	904,964	1,165,786	945,289
Denominator for diluted earnings per share	67,858,307	65,853,149	62,953,293
Earnings per share:			
Basic	\$2.26	\$2.24	\$1.65
Diluted	2.23	2.20	1.63
Antidilutive stock options	1,060,741	137,090	425,259

NOTE 26**PARENT COMPANY FINANCIAL STATEMENTS**

The following financial statements are for the parent company only. Cash and cash equivalents include noninterest-bearing deposits in the Bank and the demand note receivable from the Bank.

BALANCE SHEETS

<i>(in thousands)</i>	December 31	
	2007	2006
ASSETS		
Investment in bank subsidiary	\$1,121,770	\$ 969,723
Cash and cash equivalents	125,540	89,968
Investments in nonbank subsidiaries	3,024	3,054
Notes receivable - nonbank subsidiaries	4,184	82,934
Other assets	17,099	17,601
Total assets	\$1,271,617	\$1,160,280
LIABILITIES		
Subordinated debentures	\$ 13,389	\$ 16,818
Dividends payable	15,914	14,704
Other liabilities	13,578	15,796
Total liabilities	42,881	47,318
SHAREHOLDERS' EQUITY		
Total liabilities and shareholders' equity	\$1,271,617	\$1,160,280

STATEMENTS OF INCOME

Years Ended December 31

<i>(in thousands)</i>	2007	2006	2005
Dividend income from bank subsidiary	\$ 80,000	\$ 95,000	\$ 65,000
Equity in undistributed earnings (losses) of subsidiaries			
Bank	66,683	45,981	32,510
Nonbanks	21	(11)	102
Other income, net of expenses	4,350	3,675	4,737
Net income	\$151,054	\$144,645	\$102,349

STATEMENTS OF CASH FLOWS

Years Ended December 31

<i>(in thousands)</i>	2007	2006	2005
OPERATING ACTIVITIES			
Net income	\$ 151,054	\$144,645	\$102,349
Adjustments to reconcile net income to net cash provided by operating activities:			
Equity in undistributed earnings of subsidiaries	(66,704)	(45,970)	(32,612)
Other, net	1,593	(761)	2,080
Net cash provided by operating activities	85,943	97,914	71,817
INVESTING ACTIVITIES			
Investments in subsidiaries, net	(13,291)	(41,167)	(55,458)
Loans to nonbank subsidiaries, net of repayments	78,750	(500)	(660)
Net cash used in investing activities	65,459	(41,667)	(56,118)
FINANCING ACTIVITIES			
Cash dividends	(77,340)	(68,111)	(61,150)
Proceeds from issuance of stock	6,932	10,113	14,185
Purchases of stock	(52,782)	(3,165)	(52,924)
Share-based compensation reimbursed by bank subsidiary	13,329	5,817	-
Repayment of long-term debt	(3,093)	-	-
Other, net	124	457	-
Net cash used in financing activities	(112,830)	(54,889)	(99,889)
Increase (decrease) in cash and cash equivalents	38,572	1,358	(84,190)
Cash and cash equivalents at beginning of year	86,968	85,610	169,800
Cash and cash equivalents at end of year	\$ 125,540	\$ 86,968	\$ 85,610

The total for cash used to invest in subsidiaries includes net cash paid to acquire Signature Financial Holdings, Inc. in 2007, First National Bancshares, Inc. in 2006 and Destin Bancshares, Inc. in 2005. The bank subsidiaries acquired with these holding companies were merged into Whitney National Bank.

Item 9: CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A: CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures. The Company's management, with the participation of the Chief Executive Officer (CEO) and Chief Financial Officer (CFO), has evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this annual report on Form 10-K. Based on that evaluation, the CEO and CFO have concluded that the disclosure controls and procedures as of the end of the period covered by this annual report were effective.

Management's Report on Internal Control over Financial Reporting and Report of Independent Registered Public Accounting Firm. "Management's Report on Internal Control over Financial Reporting," which appears in Item 8 on page 43 of this annual report, and "Report of Independent Registered Public Accounting Firm," which appears in Item 8 on page 44 of this annual report on Form 10-K are incorporated here by reference.

Changes in Internal Control over Financial Reporting. There were no changes in the Company's internal control over financial reporting during the last fiscal quarter in the period covered by this annual report on Form 10-K that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B: OTHER INFORMATION

None.

PART III

Item 10: DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Whitney has adopted a Code of Ethics and Conduct for Senior Financial Officers and Executive Officers that applies to its chief executive officer, chief financial officer, controller or principal accounting officer, as well as such other persons, including officers of its subsidiaries, identified by resolution of the Board of Directors from time to time as performing similar functions for the Company and any other persons the Board of Directors designates as executive officers. A copy of the code is available on the Company's website at www.whitneybank.com. Whitney will also post on its website at the same address any amendments to the code and any waivers from the code required to be disclosed by the rules of the SEC or the Nasdaq Global Select Market.

In further response to this Item 10, registrant incorporates by reference the section entitled "Executive Officers of the Company" appearing in Item 1 of this Form 10-K and the following sections of its Proxy Statement for the 2008 Annual Meeting of Shareholders to be filed with the SEC:

- The subsections entitled "Board of Directors," "Nominating and Corporate Governance Committee," and "Audit Committee" of the section entitled "Board of Directors and Its Committees."
- The section entitled "Section 16(a) Beneficial Ownership Reporting Compliance."
- The section entitled "Transactions with Related Persons."

Item 11: EXECUTIVE COMPENSATION

In response to this item, registrant incorporates by reference the following sections of its Proxy Statement for the 2008 Annual Meeting of Shareholders to be to be filed with the SEC:

- The section entitled "Executive Compensation."
- The subsections entitled "Board Committees" and "Compensation and Human Resources Committee" of the section entitled "Board of Directors and Its Committees."
- The section entitled "Compensation and Human Resources Committee Interlocks and Insider Participation."
- The section entitled "Compensation Discussion and Analysis."
- The section entitled "Compensation and Human Resources Committee Report."

**Item 12: SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT
AND RELATED STOCKHOLDER MATTERS**

In partial response to this item, registrant incorporates by reference the sections entitled “Voting Securities and Principal Holders” and “Beneficial Ownership of Directors and Management” of its Proxy Statement for the 2008 Annual Meeting of Shareholders to be filed with the SEC.

The following table summarizes certain information regarding the registrant’s equity compensation plans as of December 31, 2007. The underlying compensation plans, which are more fully described in Note 16 to the consolidated financial statements included in Item 8 of this annual report on Form 10-K, have been previously approved by a vote of the shareholders.

Equity Compensation Plan Information

	(a)	(b)	(c)
Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by shareholders	2,904,765 ⁽¹⁾	\$26.44 ⁽²⁾	2,941,016 ⁽³⁾
Equity compensation plans not approved by shareholders	---	---	---
Total	2,904,765	\$26.44	2,941,016

⁽¹⁾ The total includes an aggregate of 2,434,978 shares that can be issued on the exercise of options held by employees. 185,450 shares are subject to options granted under the 2007 Long-Term Compensation Plan (2007 LTCP), 1,152,656 shares are subject to options granted under the 2004 Long-Term Incentive Plan (2004 LTIP), and 1,096,872 shares are subject to options granted under the 1997 Long-Term Incentive Plan (1997 LTIP). The total also includes an aggregate of 378,000 shares that can be issued on the exercise of options held by nonemployee directors of the Company. These options were granted under the Directors’ Compensation Plan, as amended and restated.

Also included in the total are 91,787 common stock equivalent units held in deferred compensation accounts maintained for certain of the Company’s directors, which must eventually be distributed as common shares of the Company. As allowed under the Directors’ Compensation Plan, certain nonemployee directors have deferred receipt of annual stock awards and fees, and the value of these deferrals has been credited to a bookkeeping account maintained for each director. The value of an account is indexed to the performance of one or more investment options specified in the plans. One of the investment options is equivalent units of the Company’s common stock. This option is mandatory for deferred stock awards and was extended by the Directors’ Compensation Plan to deferred compensation account balances maintained under a prior deferred compensation plan. The number of common stock equivalent units allocated to a director’s account for each deferral is based on the fair market value of the Company’s common stock on the deferral date. The common stock equivalent units are deemed to earn any dividends declared on the Company’s common stock, and additional units are allocated on the dividend payment date based on the stock’s fair market value.

⁽²⁾ Represents the weighted-average exercise price of options granted under the 2007 LTCP, the 2004 LTIP, the 1997 LTIP, and the Directors’ Compensation Plan. It does not include the per share price of common stock equivalent units held in deferred compensation accounts for the benefit of nonemployee directors. These units are allocated to accounts based on the fair market value of the Company’s common stock on the date of each account transaction.

(3) Under the 2007 LTCP, the Company is authorized to make awards with respect to a maximum of 3,200,000 of its common shares. The 2007 LTCP provides for the award of options, stock appreciation rights, restricted stock and restricted stock units that represent common shares, as well as other stock-based awards that the Compensation and Human Resources Committee of the Company's Board of Directors deems consistent with the plan's purposes. Of the total shares authorized, the Company can make awards with respect to a maximum of 2,400,000 shares in a form of full-value awards, i.e., awards other than in the form of stock options or stock appreciations rights and which are settled in stock. A maximum of 1,000,000 shares may be issued upon exercise of incentive stock options awarded under the 2007 LTCP. At December 31, 2007, the Company could make future awards under the 2007 LTCP with respect to 2,560,875 shares of its common stock, of which 1,946,325 can be under full-value awards. No incentive stock options had been awarded under the 2007 LTCP as of December 31, 2007. This total has been reduced by the maximum number of shares that could be issued with respect to performance-based awards under the 2007 LTCP for which the performance measurement period was not completed by December 31, 2007.

Under the Directors' Compensation Plan as originally implemented, the Company is authorized to make awards of stock options or common stock and allocations of common stock equivalent units with respect to the lesser of either 1,687,500 common shares or 3% of its issued and outstanding common shares, as determined from time to time. The Board of Directors subsequently amended the plan to reduce the authorized shares to no more than 937,500. At December 31, 2007, the Company could make future awards or allocations of common stock equivalent units under the plan with respect to 380,141 shares of its common stock.

Item 13: CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

In response to this item, registrant incorporates by reference the following sections of its Proxy Statement for the 2008 Annual Meeting of Shareholders to be filed with the SEC:

- . The section entitled "Transactions with Related Persons."
- . The first paragraph of the subsection entitled "Board of Directors" in the section entitled "Board of Directors and Its Committees."
- . The first paragraph of the subsection entitled "Nominating and Corporate Governance Committee" in the section entitled "Board of Directors and Its Committees."
- . The first paragraph of the subsection entitled "Audit Committee" in the section entitled "Board of Directors and Its Committees."
- . The first paragraph of the subsection entitled "Role of the Compensation and Human Resources Committee" in the section entitled "Compensation Discussion and Analysis."

Item 14: PRINCIPAL ACCOUNTING FEES AND SERVICES

In response to this item, registrant incorporates by reference the section entitled "Auditors" of its Proxy Statement for the 2008 Annual Meeting of Shareholders to be filed with the SEC.

PART IV

Item 15: EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

- (a)(1) The following consolidated financial statements and supplementary data of the Company and its subsidiaries are included in Part II Item 8 of this Form 10-K:

	<u>Page Number</u>
Summary of Quarterly Financial Information	42
Report of Independent Registered Public Accounting Firm	44
Consolidated Balance Sheets -- December 31, 2007 and 2006	45
Consolidated Statements of Income -- Years Ended December 31, 2007, 2006 and 2005	46
Consolidated Statements of Changes in Shareholders' Equity -- Years Ended December 31, 2007, 2006 and 2005	47
Consolidated Statements of Cash Flows -- Years Ended December 31, 2007, 2006 and 2005	48
Notes to Consolidated Financial Statements	49

- (a)(2) All schedules have been omitted because they are either not applicable or the required information has been included in the consolidated financial statements or notes to the consolidated financial statements.

- (a)(3) Exhibits:

To obtain a copy of any listed exhibit send your request to the address below. The copy will be furnished upon payment of a fee.

**Mrs. Shirley Fremin, Manager
Shareholder Services
Whitney Holding Corporation
P. O. Box 61260
New Orleans, LA 70161-1260
(504) 586-3627 or toll free (800) 347-7272, ext. 3627
E-mail: investor.relations@whitneybank.com**

Exhibit 3.1 - Copy of the Company's Composite Charter (filed as Exhibit 3.1 to the Company's quarterly report on Form 10-Q for the quarter ended September 30, 2000 (Commission file number 0-1026) and incorporated by reference).

Exhibit 3.2 - Copy of the Company's Bylaws (filed as Exhibit 3.01 to the Company's current report on Form 8-K filed on October 2, 2006 (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.1* - Form of Amended and Restated Executive Agreement between Whitney Holding Corporation, Whitney National Bank and certain executive officers.

Exhibit 10.2* - Form of Amended and Restated Officer Agreement between Whitney Holding Corporation, Whitney National Bank and an executive officer.

Exhibit 10.3* - Whitney Holding Corporation 1997 Long-Term Incentive Plan (filed as Exhibit A to the Company's Proxy Statement dated March 18, 1997 (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.4* - Whitney Holding Corporation 2004 Long-Term Incentive Plan (filed as Exhibit B to the Company's Proxy Statement for the Annual Meeting of Shareholders dated March 19, 2004 (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.5* - Whitney Holding Corporation 2007 Long-Term Compensation Plan (filed as Exhibit A of the Definitive Additional Materials to the Company's Definitive Proxy Statement on Schedule 14A dated March 29, 2007 (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.6* - Amendment to the Whitney Holding Corporation 2007 Long-Term Compensation Plan effective as of December 1, 2007.

Exhibit 10.7* - Form of notice and acceptance of award of performance-based restricted stock to certain of the Company's non-director executive officers under the Company's 2004 Long-Term Incentive Plan (filed on June 17, 2005 as Exhibit 99.1 to the Company's current report on Form 8-K (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.8* - Form of notice and acceptance of award of performance-based restricted stock to certain of the Company's director executive officers under the Company's 2004 Long-Term Incentive Plan (filed on June 17, 2005 as Exhibit 99.2 to the Company's current report on Form 8-K (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.9* - Form of performance-based restricted stock unit agreement for executive officers under the Company's 2004 Long-Term Incentive Plan (filed on July 6, 2006 as Exhibit 99.1 to the Company's current report on Form 8-K (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.10* - Form of performance-based restricted stock unit agreement for executive officers under the Company's 2007 Long-Term Compensation Plan.

Exhibit 10.11* - Form of stock option agreement between Whitney Holding Corporation and certain of its officers (filed as Exhibit 10.9b to the Company's annual report of Form 10-K for the year ended December 31, 2001 (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.12* - Form of notice and acceptance of stock option grant to certain of the Company's officers under the Company's 2004 Long-Term Incentive Plan (filed on June 17, 2005 as Exhibit 99.3 to the Company's current report of Form 8-K (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.13* - Form of notice and acceptance of stock option grant under the Company's 2004 Long-Term Incentive Plan (filed on July 6, 2006 as Exhibit 99.2 to the Company's current report of Form 8-K (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.14 *- Form of notice and acceptance of stock option grant under the Company's 2007 Long-Term Compensation Plan.

Exhibit 10.15 *- Whitney Holding Corporation Directors' Compensation Plan (filed as Exhibit A to the Company's Proxy Statement dated March 24, 1994 (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.16 *- Amendment No. 1 to the Whitney Holding Corporation Directors' Compensation Plan (filed as Exhibit A to the Company's Proxy Statement dated March 15, 1996 (Commission file number 0-1026) and incorporated by reference).

Exhibit 10.17 *- Whitney Holding Corporation 2001 Directors' Compensation Plan as amended and restated effective as of January 1, 2008.

Exhibit 10.18 *- Whitney Holding Corporation Retirement Restoration Plan as amended and restated effective January 1, 2008.

Exhibit 10.19 *- Whitney Holding Corporation Executive Incentive Compensation Plan as amended and restated effective as of January 1, 2008.

Exhibit 10.20 *- Whitney Holding Corporation Deferred Compensation Plan as amended and restated effective as of January 1, 2008.

Exhibit 10.21 *- Summary of performance measurements to be used under the Company's Executive Compensation Plan to determine bonus awards to the Company's executive officers for fiscal year 2007 and the maximum bonus opportunities that can be earned by executive officers for fiscal year 2007 (filed on December 21, 2006 under Item 5.02 of the Company's current report on Form 8-K/A (Commission file number 0-1026) and incorporated by reference).

Exhibit 12 - Statement regarding computation of earnings to fixed charges

Exhibit 21 - Subsidiaries

Whitney Holding Corporation owns 100% of Whitney National Bank, a national banking association organized under the laws of the United States of America. All other subsidiaries considered in the aggregate would not constitute a significant subsidiary.

Exhibit 23 - Consent of PricewaterhouseCoopers LLP dated February 29, 2008.

Exhibit 31.1 - Certification of the Company's Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

Exhibit 31.2 - Certification of the Company's Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

Exhibit 32 - Certification by the Company's Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

*Management contract or compensatory plan or arrangement.

**Pursuant to Item 601(b)(4)(iii) of Regulation S-K, copies of instruments defining the rights of certain holders of long-term debt are not filed. The Company will furnish copies thereof to the SEC upon request.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

WHITNEY HOLDING CORPORATION
(Registrant)

By: /s/ William L. Marks
William L. Marks
Chairman of the Board and
Chief Executive Officer

February 29, 2008
Date

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ William L. Marks</u> William L. Marks	Chairman of the Board, Chief Executive Officer and Director	<u>February 29, 2008</u>
<u>/s/ John C. Hope III</u> John C. Hope III	President and Chief Operating Officer and Director	<u>February 29, 2008</u>
<u>/s/ R. King Milling</u> R. King Milling	Vice Chairman of the Board and Director	<u>February 29, 2008</u>
<u>/s/ Thomas L. Callicutt, Jr.</u> Thomas L. Callicutt, Jr.	Executive Vice President and Chief Financial Officer (Principal Accounting Officer)	<u>February 29, 2008</u>
<u>/s/ Joel B. Bullard, Jr.</u> Joel B. Bullard, Jr.	Director	<u>February 29, 2008</u>
<u>/s/ Angus R. Cooper II</u> Angus R. Cooper II	Director	<u>February 29, 2008</u>

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Richard B. Crowell</u> Richard B. Crowell	Director	<u>February 29, 2008</u>
<u>/s/ William A. Hines</u> William A. Hines	Director	<u>February 29, 2008</u>
<u>/s/ Alfred S. Lippman</u> Alfred S. Lippman	Director	<u>February 29, 2008</u>
<u>/s/ Michael L. Lomax</u> Michael L. Lomax	Director	<u>February 29, 2008</u>
<u>/s/ Eric J. Nickelsen</u> Eric J. Nickelsen	Director	<u>February 29, 2008</u>
<u>/s/ John G. Phillips</u> John G. Phillips	Director	<u>February 29, 2008</u>
<u>/s/ Kathryn M. Sullivan</u> Kathryn M. Sullivan	Director	<u>February 29, 2008</u>
<u>/s/ Dean E. Taylor</u> Dean E. Taylor	Director	<u>February 29, 2008</u>
<u>/s/ Thomas D. Westfeldt</u> Thomas D. Westfeldt	Director	<u>February 29, 2008</u>

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Forms S-3 (No. 033-52999, No. 033-55307, No. 033-56277, No. 333-75676, No. 333-112501 and No. 333-137065) and on Forms S-8 (No. 033-56024, as amended, No. 033-68506, No. 333-30257, No. 333-87050, No. 333-91358, No. 333-116184 and No. 333-144124) of Whitney Holding Corporation of our report dated February 28, 2008 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

New Orleans, Louisiana
February 29, 2008

CERTIFICATION

I, William L. Marks, certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 31, 2007 of Whitney Holding Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 29, 2008

/s/ William L. Marks
William L. Marks
Chief Executive Officer

CERTIFICATION

I, Thomas L. Callicutt, Jr., certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 31, 2007 of Whitney Holding Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 29, 2008

/s/ Thomas L. Callicutt, Jr.
Thomas L. Callicutt, Jr.
Chief Financial Officer

CERTIFICATION PURSUANT TO 18 U.S.C SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Each of the undersigned officers of Whitney Holding Corporation (the Company), in the capacities and on the dates indicated below, hereby certify pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, based on their knowledge, that

- (1) the Company's Annual Report on Form 10-K for the period ended December 31, 2007 (the Report) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 29, 2008

By: /s/ William L. Marks
William L. Marks
Chief Executive Officer

Dated: February 29, 2008

By: /s/ Thomas L. Callicutt, Jr.
Thomas L. Callicutt, Jr.
Chief Financial Officer

**WHITNEY HOLDING CORPORATION
and
WHITNEY NATIONAL BANK**

**AMENDED AND RESTATED
EXECUTIVE AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement") is made by and between WHITNEY HOLDING CORPORATION, a corporation organized and existing under the laws of the State of Louisiana (the "Holding Corporation"), WHITNEY NATIONAL BANK, a financial institution organized and existing under the laws of the United States (the "Bank"), and _____ ("Executive").

WHEREAS, the Executive is presently employed by each of the Holding Corporation and the Bank as _____ (Corporate Executive Title), and the parties have previously entered into an Executive Agreement (the "Existing Agreement") that entitles Executive to severance benefits in the event Executive's employment is terminated under certain circumstances within a specified period prior to or following a Change in Control (as defined below); and

WHEREAS, the parties desire to amend and restate the Existing Agreement in order to comply with the deferred compensation rules under Section 409a of the Internal Revenue code of 1986.

NOW, THEREFORE, effective as of January 1, 2008, the Holding Corporation, the Bank, and the Executive agree to amend and restate the Existing Agreement as follows:

**SECTION I
DEFINITIONS**

1.1 "Change in Duties" means the occurrence of one of the following events in connection with a Change in Control:

- a. A diminution in the nature or scope of the Executive's authorities or duties, a change in his reporting responsibilities or titles or the assignment of the Executive to any duties or responsibilities that are inconsistent with his position, duties, responsibilities or status immediately preceding such assignment;
- b. A reduction in the Executive's compensation during the Covered Period. For this purpose, "compensation" means the fair market value of all remuneration paid to the Executive by the Employer during the immediately preceding calendar year, including, without limitation, deferred compensation, stock options and other forms of incentive compensation awards, coverage under any employee benefit plan (such as a pension, 401(k), medical, dental, life insurance or long-term disability plan) and other perquisites;
- c. The transfer of the Executive to a location requiring a change in his residence or a material increase in the amount of travel ordinarily required of the Executive in the performance of his duties; or
- d. A good faith determination by the Executive that his position, duties, responsibilities or status has been affected, whether directly or indirectly, in any manner which prohibits the effective discharge of any such duties or responsibilities.

1.2 "Change in Control" means and shall be deemed to have occurred if:

- a. Any "person", including any "group", determined in accordance with Section 13(d) (3) of the Securities Exchange Act of 1934, as amended, becomes the beneficial owner, directly or indirectly, of securities of the Holding Corporation representing 20% or more of the combined voting power of the Holding Corporation's then outstanding securities, without the approval, recommendation, or support of the Board of Directors of the Holding Corporation as constituted immediately prior to such acquisition;
 - b. The Federal Deposit Insurance Corporation or any other regulatory agency negotiates and implements a plan for the merger, transfer of assets and liabilities, reorganization, and/or liquidation of the Bank;
 - c. Either of the Holding Corporation or the Bank is merged into another corporate entity or consolidated with one or more corporations, other than a wholly owned subsidiary of the Holding Corporation;
-

d. A change in the members of the Board of Directors of the Holding Corporation which results in the exclusion of a majority of the "continuing board." For this purpose, the term "continuing board" means the members of the Board of Directors of the Holding Corporation, determined as of the date on which this Agreement is executed and subsequent members of such board who are elected by or on the recommendation of a majority of such "continuing board"; or

e. The sale or other disposition of all or substantially all of the stock or the assets of the Bank by the Holding Corporation (or any successor corporation thereto),

1.3 "Company" means the Holding Corporation and the Bank.

1.4 "Covered Period" means the one-year period immediately preceding and the three-year period immediately following the occurrence of a Change in Control that qualifies as a "change in control event" as defined in §1.409A-3(i)(5) of the final regulations under Internal Revenue Code Section 409A.

1.5 "Employer" means the Holding Corporation or the Bank or both, as the case may be.

1.6 "Severance Amount" means 300% of the Executive's "annual salary." For this purpose, "annual salary" means the average of all compensation paid to the Executive by the Company which is includible in the Executive's gross income for the highest 3 of the 5 calendar years immediately preceding the calendar year in which a Change in Control occurs, including the amount of any compensation which the Executive elected to defer under any plan or arrangement of the Company with respect to such years. If the Executive has been employed less than 5 years prior to the calendar year in which a Change in Control occurs, "annual salary" shall be determined by averaging the compensation (as defined in the preceding sentence) for the Executive's actual period of employment. Further, if the Executive has been employed less than 12 months prior to the occurrence of a Change in control, the actual compensation of the Executive shall be annualized for purposes of this Section 1.6. In the event of dispute between the Executive and the Company, the determination of the "annual salary" shall be made by an independent public accounting firm agreed upon by the Executive and the Company.

1.7 "Termination" or "Terminated" means (a) termination of the employment of the Executive with the Employer for any reason, other than cause, or (b) the resignation of the Executive following a Change in Duties. In no event, however, shall the Executive's voluntary separation from service with the Employer on account of death, disability, or resignation on or after the attainment of the normal retirement age specified in any qualified employee benefit plan maintained by the Employer constitute a Termination. For purposes of determining whether a Termination has occurred, "cause" means fraud, misappropriation of or intentional material damage to the property or business of the Employer or the commission of a felony by the Executive.

SECTION II TERMINATION RIGHTS AND OBLIGATIONS

2.1 Severance Awards. If the Executive's employment is Terminated during the Covered Period, then no later than 30 days after the later of (a) the six-month anniversary of such Termination, or (b) the occurrence of a Change in Control that qualifies as a "change in control event" as defined in §1.409A-3(i)(5) of the final regulations under Internal Revenue Code Section 409A, the Company shall:

- a. Pay to the Executive the Severance Amount;
 - b. Transfer to the Executive the ownership of all club memberships, automobiles and other perquisites which were assigned to the Executive as of the day immediately preceding such Termination;
 - c. In accordance with Section 2.2 hereof, provide for the benefit of the Executive, his spouse, and his dependents, if any, coverage under the plans, policies or programs (as the same may be amended from time to time) maintained by the Company for the purpose of providing medical benefits and life insurance to other Executive's of the Company with comparable duties; provided, however, that in no event shall the coverage provided under this paragraph be substantially less than the coverage provided to the Executive as of the date immediately preceding a Termination;
 - d. Pay to the Executive an amount equal to the contributions by the Company to the Whitney National Bank Savings Plus 401(k) Plan or a successor arrangement, that would have been made for the lesser of (i) three years following the date of Termination, or (ii) the number of years until the Executive's normal retirement age under such plan;
-

e. Pay to the Executive an amount equal to the present value of the additional benefits which would have accrued under the Whitney National Bank Retirement Plan or any successors thereto, that would have been made for the lesser of (I) three years following the Date of Termination, or (ii) the number of years until the Executive's normal retirement age under such plans; and

f. Pay to the Executive the amount to which the Executive would be entitled under the Executive Incentive Compensation Plan, or a successor thereto, for the calendar year in which a Change in Control occurs, determined as if all performance goals applicable to the Company and the Executive were achieved.

g. Pay to the Executive an amount equal to the present value of any benefit accrued under either the Whitney National Bank Retirement Plan or the Whitney Holding Corporation Retirement Restoration Plan, or any successors thereto, that would have been payable under the terms of such plan, including any additional accrual provided under Section 2.1e hereto, but was forfeited on account of the application of the vesting provisions contained in such plan.

2.2 Special Rules Governing Group Benefits. Coverage under Section 2.1c, hereof, shall (a) commence as of the later of the date of Termination or the occurrence of a Change in Control, and (b) end as of the earlier of the Executive's coverage under Medicare Part B or the date on which the Executive is covered under group plans providing substantially similar benefits maintained by another employer. For this purpose, the Company shall provide coverage during any period in which the payment of benefits is limited by any form of pre-existing condition clause. The benefits provided pursuant to Section 2.1c and this Section 2.2 in any one calendar year shall not affect the amount of benefits to be provided in any other calendar year; the reimbursement of an eligible expense shall be made on or before December 31 of the year following the year in which the expense was incurred; and the Executive's rights to coverage shall not be subject to liquidation or exchange for another benefit.

Coverage under Section 2.1c, hereof, may be provided under a group policy or program maintained by the Company or the Company, in its sole discretion, may acquire or adopt an individual plan, policy or program providing coverage solely for the benefit of the Executive, his spouse, and his dependents, if any.

If coverage commences as of a Change in Control, the Company shall (a) retroactively reinstate the Executive, his spouse, and dependents, if any, as of the date of Termination, and (b) reimburse to the Executive his cost of obtaining similar coverage for the period commencing on the date of Termination and ending on the occurrence of a Change in Control. As to medical claims incurred during such period, any coverage actually obtained by the Executive shall be designated as the Executive's primary coverage, and the reinstated coverage shall operate as secondary coverage.

2.3 Other Plans and Agreements. To the maximum extent permitted by law and notwithstanding any provision to the contrary contained in any plan, grant, program, contract or other arrangement under which the Executive and the Employer are parties, if the Executive's employment is Terminated during the Covered Period, then any vesting schedule or other restriction on the ownership of any benefits payable to the Executive under the terms of any such plan, grant, contract, or arrangement shall be accelerated or lapse, as the case may be.

2.4 Taxes. The Executive shall be responsible for applicable income tax and the Company shall have the right to withhold from any payment made under this Agreement, or to collect as a condition of any payment, any income taxes required by law to be withheld.

Notwithstanding the preceding paragraph, the Company shall pay any excise tax or similar penalty imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") or any comparable successor provision, on the Executive as a consequence of any "excess parachute payment" within the meaning of Section 280G of the Code (or a comparable successor provision) payable under this Agreement or any plan, grant, program, contract or other arrangement under which the Executive and the Employer are parties.

The Executive shall submit to the Company the calculation of the amount to be paid by the Company under this Section 2.4, together with supporting documentation, and the Company shall promptly pay such amount not later than December 31 of the year after the year in which the Executive remits the tax. If the Executive and the Company disagree as to such amount, an independent public accounting firm agreed upon by the Executive and the Company shall make such determination.

**SECTION III
MISCELLANEOUS**

3.1 Notices. Notices and other communication required under this Agreement shall be made to the Company at 228 St. Charles Avenue, New Orleans, Louisiana 70130 and to the Executive at 228 St. Charles Avenue, New Orleans, Louisiana 70130 or, as to each party, at such other address as may be designated by written notice to the other. All such notices and communications shall be effective when deposited in the United States mail, postage prepaid, or delivered to the affected party.

3.2 Employment Rights. The terms of this Agreement shall not be deemed to confer on the Executive any right to continue in the employ of the Employer for any period or any right to continue his present or any other rate of compensation.

3.3 Assignment. The Executive shall not sell, assign, pledge, transfer or otherwise convey the right to receive any form of payment or benefit provided under the Agreement, except by will or the laws of intestacy.

3.4 Inurement. This Agreement shall be binding upon and inure to the benefit of the Holding Corporation, the Bank and the Executive and their respective heirs, executors, administrators, successors, and assigns.

3.5 Payment of Expenses. In the event that it is necessary or desirable for the Executive to retain legal counsel and/or incur other cost and expenses in connection with the enforcement of the terms of the Agreement, the Company shall pay (or the Executive shall be entitled to reimbursement of) reasonable attorneys' fees, costs, and expenses actually incurred, without regard to the final outcome, unless there is no reasonable basis for the Executive's action.

3.6 Amendment and Termination. This Agreement shall not be amended or terminated by any act of the Company, except as may be expressly agreed upon, in writing, by the Company and the Executive.

3.7 Nature of Obligation. The Company intends that its obligations hereunder be construed in the nature of severance pay. The Company's obligations under Section 2 are absolute and unconditional and shall not be affected by any circumstance, including without limitation, any right of offset, counterclaim, recoupment, defense, or other right which the Company may have against the Executive or others. All amounts payable by the Company hereunder shall be paid without notice or demand.

3.8 Choice of Law. The Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

3.9 No Effect on Other Benefits. Any other compensation paid or benefits provided to the Executive shall be in addition to and not in lieu of the benefits provided to such Executive under this Agreement. Except as may be expressly provided herein, nothing in this Agreement shall be construed as limiting, varying or reducing the provision of any benefit available to the Executive (or to such Executive's estate or other beneficiary) pursuant to any employment agreement, group plan, including any qualified pension or profit-sharing plan, health, disability or life insurance plan, or any other form of agreement or arrangement between the Company and the Executive.

3.10 Entire Agreement. This Agreement constitutes the entire agreement between the Executive and the Holding Corporation and the Bank and is intended to supersede all prior written or oral understandings with respect to the subject matter of this Agreement.

3.11 Invalidity. In the event that any one or more provisions of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any manner, such invalidity, illegality or unenforceability shall not affect any other provision of such Agreement.

3.12 Mitigation. Notwithstanding any provision of this Agreement to the contrary and to the maximum extent permitted by law, the Executive shall not be subject to any duty to mitigate the severance awards received hereunder by seeking other employment. No severance award received under this Agreement shall be offset by any compensation the Executive receives from future employment, and the Executive shall not be required to perform any service as a condition of this Agreement.

3.13 Internal Revenue Code Section 409A.

(a) Notwithstanding anything in this Agreement to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Internal Revenue Code would otherwise be payable or distributable hereunder by reason of Executive's termination of employment, such amount or benefit will not be payable or distributable to Executive by reason of such circumstance unless (i) the circumstances giving rise to such termination of employment meet any description or definition of "separation from service" in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition), or (ii) the payment or distribution of such amount or benefit would be exempt from the application of Section 409A of the Code by reason of the short-term deferral exemption or otherwise. This provision does not prohibit the vesting of any amount upon a termination of employment, however defined. If this provision prevents the payment or distribution of any amount or benefit, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant "separation from service."

(b) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Agreement by reason of Executive's separation from service during a period in which he is a Specified Employee (as defined below), then, subject to any permissible acceleration of payment by the Company under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes):

(i) if the payment or distribution is payable in a lump sum, Executive's right to receive payment or distribution of such non-exempt deferred compensation will be delayed until the earlier of Executive's death or the first day of the seventh month following Executive's separation from service; and

(ii) if the payment or distribution is payable over time, the amount of such non-exempt deferred compensation that would otherwise be payable during the six-month period immediately following Executive's separation from service will be accumulated and Executive's right to receive payment or distribution of such accumulated amount will be delayed until the earlier of Executive's death or the first day of the seventh month following Executive's separation from service, whereupon the accumulated amount will be paid or distributed to Executive and the normal payment or distribution schedule for any remaining payments or distributions will resume.

For purposes of this Agreement, the term "Specified Employee" has the meaning given such term in Code Section 409A and the final regulations thereunder.

EXECUTED in multiple counterparts as of the dates set forth below, each of which shall be deemed as original, and effective as of the date first set forth above.

WHITNEY HOLDING CORPORATION
WHITNEY NATIONAL BANK

By: _____
Title: _____
Date: _____

EXECUTIVE

Date: _____

**WHITNEY HOLDING CORPORATION
and
WHITNEY NATIONAL BANK**

**AMENDED AND RESTATED
OFFICER AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement") is made by and between WHITNEY HOLDING CORPORATION, a corporation organized and existing under the laws of the State of Louisiana (the "Holding Corporation"), WHITNEY NATIONAL BANK, a financial institution organized and existing under the laws of the United States (the "Bank"), and _____ ("Officer").

WHEREAS, the Officer is presently employed by the Bank as _____ ("Officer Title"), and the parties have previously entered into an Officer Agreement (the "Existing Agreement") that entitles Officer to severance benefits in the event Officer's employment is terminated under certain circumstances within a specified period prior to or following a Change in Control (as defined below); and

WHEREAS, the parties desire to amend and restate the Existing Agreement in order to comply with the deferred compensation rules under Section 409a of the Internal Revenue code of 1986.

NOW, THEREFORE, effective as of January 1, 2008, the Holding Corporation, the Bank, and the Officer agree to amend and restate the Existing Agreement as follows:

**SECTION I
DEFINITIONS**

1.1 "Change in Duties" means the occurrence of one of the following events in connection with a Change in Control:

- a. A diminution in the nature or scope of the Officer's authorities or duties, a change in his reporting responsibilities or titles or the assignment of the Officer to any duties or responsibilities that are inconsistent with his position, duties, responsibilities or status immediately preceding such assignment;
- b. A reduction in the Officer's compensation during the Covered Period. For this purpose, "compensation" means the fair market value of all remuneration paid to the Officer by the Employer during the immediately preceding calendar year, including, without limitation, deferred compensation, stock options and other forms of incentive compensation awards, coverage under any employee benefit plan (such as a pension, 401(k), medical, dental, life insurance or long-term disability plan) and other perquisites;
- c. The transfer of the Officer to a location requiring a change in his residence or a material increase in the amount of travel ordinarily required of the Officer in the performance of his duties; or
- d. A good faith determination by the Officer that his position, duties, responsibilities or status has been affected, whether directly or indirectly, in any manner which prohibits the effective discharge of any such duties or responsibilities.

1.2 "Change in Control" means and shall be deemed to have occurred if:

- a. Any "person", including any "group", determined in accordance with Section 13(d) (3) of the Securities Exchange Act of 1934, as amended, becomes the beneficial owner, directly or indirectly, of securities of the Holding Corporation representing 20% or more of the combined voting power of the Holding Corporation's then outstanding securities, without the approval, recommendation, or support of the Board of Directors of the Holding Corporation as constituted immediately prior to such acquisition;
 - b. The Federal Deposit Insurance Corporation or any other regulatory agency negotiates and implements a plan for the merger, transfer of assets and liabilities, reorganization, and/or liquidation of the Bank;
 - c. Either of the Holding Corporation or the Bank is merged into another corporate entity or consolidated with one or more corporations, other than a wholly owned subsidiary of the Holding Corporation;
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d. A change in the members of the Board of Directors of the Holding Corporation which results in the exclusion of a majority of the "continuing board." For this purpose, the term "continuing board" means the members of the Board of Directors of the Holding Corporation, determined as of the date on which this Agreement is executed and subsequent members of such board who are elected by or on the recommendation of a majority of such "continuing board"; or

e. The sale or other disposition of all or substantially all of the stock or the assets of the Bank by the Holding Corporation (or any successor corporation thereto).

1.3 "Company" means the Holding Corporation and the Bank.

1.4 "Covered Period" means the one-year period immediately preceding and the three-year period immediately following the occurrence of a Change in Control that qualifies as a "change in control event" as defined in § 1.409A-3(i)(5) of the final regulations under Internal Revenue Code Section 409A.

1.5 "Employer" means the Holding Corporation or the Bank or both, as the case may be.

1.6 "Severance Amount" means 200% of the Officer's "annual salary." For this purpose, "annual salary" means the average of all compensation paid to the Officer by the Company which is includible in the Officer's gross income for the highest 3 of the 5 calendar years immediately preceding the calendar year in which a Change in Control occurs, including the amount of any compensation which the Officer elected to defer under any plan or arrangement of the Company with respect to such years. If the Officer has been employed less than 5 years prior to the calendar year in which a Change in Control occurs, "annual salary" shall be determined by averaging the compensation (as defined in the preceding sentence) for the Officer's actual period of employment. Further, if the Officer has been employed less than 12 months prior to the occurrence of a Change in control, the actual compensation of the Officer shall be annualized for purposes of this Section 1.6. In the event of dispute between the Officer and the Company, the determination of the "annual salary" shall be made by an independent public accounting firm agreed upon by the Officer and the Company.

1.7 "Termination" or "Terminated" means (a) termination of the employment of the Officer with the Employer for any reason, other than cause, or (b) the resignation of the Officer following a Change in Duties. In no event, however, shall the Officer's voluntary separation from service with the Employer on account of death, disability, or resignation on or after the attainment of the normal retirement age specified in any qualified employee benefit plan maintained by the Employer constitute a Termination. For purposes of determining whether a Termination has occurred, "cause" means fraud, misappropriation of or intentional material damage to the property or business of the Employer or the commission of a felony by the Officer.

SECTION II TERMINATION RIGHTS AND OBLIGATIONS

2.1 Severance Awards. If the Officer's employment is Terminated during the Covered Period, then no later than 30 days after the later of (a) the six-month anniversary of such Termination, or (b) the occurrence of a Change in Control that qualifies as a "change in control event" as defined in § 1.409A-3(i)(5) of the final regulations under Internal Revenue Code Section 409A, the Company shall:

- a. Pay to the Officer the Severance Amount;
 - b. Transfer to the Officer the ownership of all club memberships, automobiles and other perquisites which were assigned to the Officer as of the day immediately preceding such Termination;
 - c. In accordance with Section 2.2 hereof, provide for the benefit of the Officer, his spouse, and his dependents, if any, coverage under the plans, policies or programs (as the same may be amended from time to time) maintained by the Company for the purpose of providing medical benefits and life insurance to other Officers of the Company with comparable duties; provided, however, that in no event shall the coverage provided under this paragraph be substantially less than the coverage provided to the Officer as of the date immediately preceding a Termination;
 - d. Pay to the Officer an amount equal to the contributions by the Company to the Whitney National Bank Savings Plus 401(k) Plan or a successor arrangement, that would have been made for the lesser of (i) two years following the date of Termination, or (ii) the number of years until the Officer's normal retirement age under such plan;
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- e. Pay to the Officer an amount equal to the present value of the additional benefits which would have accrued under the Whitney National Bank Retirement Plan or any successors thereto, that would have been made for the lesser of (I) two years following the Date of Termination, or (ii) the number of years until the Officer's normal retirement age under such plans; and
- f. Pay to the Officer the amount to which the Officer would be entitled under the Executive Incentive Compensation Plan, or a successor thereto, for the calendar year in which a Change in Control occurs, determined as if all performance goals applicable to the Company and the Officer were achieved.
- g. Pay to the Officer an amount equal to the present value of any benefit accrued under either the Whitney National Bank Retirement Plan, or any successors thereto, that would have been payable under the terms of such plan, including any additional accrual provided under Section 2.1e hereto, but was forfeited on account of the application of the vesting provisions contained in such plan.

2.2 Special Rules Governing Group Benefits. Coverage under Section 2.1c, hereof, shall (a) commence as of the later of the date of Termination or the occurrence of a Change in Control, and (b) end as of the earlier of the Officer's coverage under Medicare Part B or the date on which the Officer is covered under group plans providing substantially similar benefits maintained by another employer. For this purpose, the Company shall provide coverage during any period in which the payment of benefits is limited by any form of pre-existing condition clause. The benefits provided pursuant to Section 2.1c and this Section 2.2 in any one calendar year shall not affect the amount of benefits to be provided in any other calendar year; the reimbursement of an eligible expense shall be made on or before December 31 of the year following the year in which the expense was incurred; and the Officer's rights to coverage shall not be subject to liquidation or exchange for another benefit.

Coverage under Section 2.1c, hereof, may be provided under a group policy or program maintained by the Company or the Company, in its sole discretion, may acquire or adopt an individual plan, policy or program providing coverage solely for the benefit of the Officer, his spouse, and his dependents, if any.

If coverage commences as of a Change in Control, the Company shall (a) retroactively reinstate the Officer, his spouse, and dependents, if any, as of the date of Termination, and (b) reimburse to the Officer his cost of obtaining similar coverage for the period commencing on the date of Termination and ending on the occurrence of a Change in Control. As to medical claims incurred during such period, any coverage actually obtained by the Officer shall be designated as the Officer's primary coverage, and the reinstated coverage shall operate as secondary coverage.

2.3 Other Plans and Agreements. To the maximum extent permitted by law and notwithstanding any provision to the contrary contained in any plan, grant, program, contract or other arrangement under which the Officer and the Employer are parties, if the Officer's employment is Terminated during the Covered Period, then any vesting schedule or other restriction on the ownership of any benefits payable to the Officer under the terms of any such plan, grant, contract, or arrangement shall be accelerated or lapse, as the case may be.

2.4 Taxes. The Officer shall be responsible for applicable income tax and the Company shall have the right to withhold from any payment made under this Agreement, or to collect as a condition of any payment, any income taxes required by law to be withheld.

Notwithstanding the preceding paragraph, the Company shall pay any excise tax or similar penalty imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") or any comparable successor provision, on the Officer as a consequence of any "excess parachute payment" within the meaning of Section 280G of the Code (or a comparable successor provision) payable under this Agreement or any plan, grant, program, contract or other arrangement under which the Officer and the Employer are parties.

The Officer shall submit to the Company the calculation of the amount to be paid by the Company under this Section 2.4, together with supporting documentation, and the Company shall promptly pay such amount not later than December 31 of the year after the year in which the Officer remits the tax. If the Officer and the Company disagree as to such amount, an independent public accounting firm agreed upon by the Officer and the Company shall make such determination.

**SECTION III
MISCELLANEOUS**

3.1 Notices. Notices and other communication required under this Agreement shall be made to the Company at 228 St. Charles Avenue, New Orleans, Louisiana 70130 and to the Officer at 228 St. Charles Avenue, New Orleans, Louisiana 70130 or, as to each party, at such other address as may be designated by written notice to the other. All such notices and communications shall be effective when deposited in the United States mail, postage prepaid, or delivered to the affected party.

3.2 Employment Rights. The terms of this Agreement shall not be deemed to confer on the Officer any right to continue in the employ of the Employer for any period or any right to continue his present or any other rate of compensation.

3.3 Assignment. The Officer shall not sell, assign, pledge, transfer or otherwise convey the right to receive any form of payment or benefit provided under the Agreement, except by will or the laws of intestacy.

3.4 Inurement. This Agreement shall be binding upon and inure to the benefit of the Holding Corporation, the Bank and the Officer and their respective heirs, executors, administrators, successors, and assigns.

3.5 Payment of Expenses. In the event that it is necessary or desirable for the Officer to retain legal counsel and/or incur other cost and expenses in connection with the enforcement of the terms of the Agreement, the Company shall pay (or the Officer shall be entitled to reimbursement of) reasonable attorneys' fees, costs, and expenses actually incurred, without regard to the final outcome, unless there is no reasonable basis for the Officer's action.

3.6 Amendment and Termination. This Agreement shall not be amended or terminated by any act of the Company, except as may be expressly agreed upon, in writing, by the Company and the Officer.

3.7 Nature of Obligation. The Company intends that its obligations hereunder be construed in the nature of severance pay. The Company's obligations under Section 2 are absolute and unconditional and shall not be affected by any circumstance, including without limitation, any right of offset, counterclaim, recoupment, defense, or other right which the Company may have against the Officer or others. All amounts payable by the Company hereunder shall be paid without notice or demand.

3.8 Choice of Law. The Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

3.9 No Effect on Other Benefits. Any other compensation paid or benefits provided to the Officer shall be in addition to and not in lieu of the benefits provided to such Officer under this Agreement. Except as may be expressly provided herein, nothing in this Agreement shall be construed as limiting, varying or reducing the provision of any benefit available to the Officer (or to such Officer's estate or other beneficiary) pursuant to any employment agreement, group plan, including any qualified pension or profit-sharing plan, health, disability or life insurance plan, or any other form of agreement or arrangement between the Company and the Officer.

3.10 Entire Agreement. This Agreement constitutes the entire agreement between the Officer and the Holding Corporation and the Bank and is intended to supersede all prior written or oral understandings with respect to the subject matter of this Agreement.

3.11 Invalidity. In the event that any one or more provisions of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any manner, such invalidity, illegality or unenforceability shall not affect any other provision of such Agreement.

3.12 Mitigation. Notwithstanding any provision of this Agreement to the contrary and to the maximum extent permitted by law, the Officer shall not be subject to any duty to mitigate the severance awards received hereunder by seeking other employment. No severance award received under this Agreement shall be offset by any compensation the Officer receives from future employment, and the Officer shall not be required to perform any service as a condition of this Agreement.

3.13 Internal Revenue Code Section 409A.

(a) Notwithstanding anything in this Agreement to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Internal Revenue Code would otherwise be payable or distributable hereunder by reason of Officer's termination of employment, such amount or benefit will not be payable or distributable to Officer by reason of such circumstance unless (i) the circumstances giving rise to such termination of employment meet any description or definition of "separation from service" in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition), or (ii) the payment or distribution of such amount or benefit would be exempt from the application of Section 409A of the Code by reason of the short-term deferral exemption or otherwise. This provision does not prohibit the vesting of any amount upon a termination of employment, however defined. If this provision prevents the payment or distribution of any amount or benefit, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant "separation from service."

(b) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Agreement by reason of Officer's separation from service during a period in which he is a Specified Employee (as defined below), then, subject to any permissible acceleration of payment by the Company under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes):

(i) if the payment or distribution is payable in a lump sum, Officer's right to receive payment or distribution of such non-exempt deferred compensation will be delayed until the earlier of Officer's death or the first day of the seventh month following Officer's separation from service; and

(ii) if the payment or distribution is payable over time, the amount of such non-exempt deferred compensation that would otherwise be payable during the six-month period immediately following Officer's separation from service will be accumulated and Officer's right to receive payment or distribution of such accumulated amount will be delayed until the earlier of Officer's death or the first day of the seventh month following Officer's separation from service, whereupon the accumulated amount will be paid or distributed to Officer and the normal payment or distribution schedule for any remaining payments or distributions will resume.

For purposes of this Agreement, the term "Specified Employee" has the meaning given such term in Code Section 409A and the final regulations thereunder.

EXECUTED in multiple counterparts as of the dates set forth below, each of which shall be deemed as original, and effective as of the date first set forth above.

WHITNEY HOLDING CORPORATION
WHITNEY NATIONAL BANK

By: _____

Title: Chairman of the Board
and Chief Executive Officer

Date: _____

OFFICER:

Date: _____

**AMENDMENT TO THE WHITNEY HOLDING CORPORATION
2007 LONG-TERM COMPENSATION PLAN**

This Amendment to the 2007 Long-Term Compensation Plan (the "Plan") was adopted on November 28, 2007 by the Board of Directors of Whitney Holding Corporation (the "Company").

The Plan is hereby amended, effective as of December 1, 2007, as follows:

1. By deleting Section 17.3 in its entirety and replacing it with the following:

(a) Notwithstanding anything in the Plan or in any Award Certificate to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under the Plan or any Award Certificate by reason of the occurrence of a Change in Control, or the Participant's Disability or separation from service, such amount or benefit will not be payable or distributable to the Participant by reason of such circumstance unless (i) the circumstances giving rise to such Change in Control, Disability or separation from service meet any description or definition of "change in control event", "disability" or "separation from service", as the case may be, in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition), or (ii) the payment or distribution of such amount or benefit would be exempt from the application of Section 409A of the Code by reason of the short-term deferral exemption or otherwise. This provision does not prohibit the *vesting* of any Award upon a Change in Control, Disability or separation from service, however defined. If this provision prevents the payment or distribution of any amount or benefit, such payment or distribution shall be made on the next earliest payment or distribution date or event specified in the Award Certificate that is permissible under Section 409A.

(b) If any one or more Awards granted under the Plan to a Participant could qualify for any separation pay exemption described in Treas. Reg. Section 1.409A-1(b)(9), but such Awards in the aggregate exceed the dollar limit permitted for the separation pay exemptions, the Company (acting through the Compensation and Human Resource Committee) shall determine which Awards or portions thereof will be subject to such exemptions.

(c) Notwithstanding anything in the Plan or in any Award Certificate to the contrary, if any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Plan or any Award Certificate by reason of a Participant's separation from service during a period in which the Participant is a Specified Employee (as defined below), then, subject to any permissible acceleration of payment by the Committee under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes):

(i) if the payment or distribution is payable in a lump sum, the Participant's right to receive payment or distribution of such non-exempt deferred compensation will be delayed until the earlier of the Participant's death or the first day of the seventh month following the Participant's separation from service; and

(ii) if the payment or distribution is payable over time, the amount of such non-exempt deferred compensation that would otherwise be payable during the six-month period immediately following the Participant's separation from service will be accumulated and the Participant's right to receive payment or distribution of such accumulated amount will be delayed until the earlier of the Participant's death or the first day of the seventh month following the Participant's separation from service, whereupon the accumulated amount will be paid or distributed to the Participant and the normal payment or distribution schedule for any remaining payments or distributions will resume.

For purposes of this Plan, the term "Specified Employee" has the meaning given such term in Code Section 409A and the final regulations thereunder, *provided, however*, that, as permitted in such final regulations, the Company's Specified Employees and its application of the six-month delay rule of Code Section 409A(a)(2)(B)(i) shall be determined in accordance with rules adopted by the Compensation and Human Resource Committee of the Board, which shall be applied consistently with respect to all nonqualified deferred compensation arrangements of the Company, including this Plan.

(d) Eligible Participants who are service providers to an Affiliate may be granted Options or SARs under this Plan only if the Affiliate qualifies as an "eligible issuer of service recipient stock" within the meaning of § 1.409A-1(b)(5)(iii)(E) of the final regulations under Code Section 409A.

2. Except as specifically set forth herein, the terms of the Plan shall remain in full force and effect as prior to this amendment.

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed by its duly authorized officer as of the date first above written.

WHITNEY HOLDING CORPORATION

By:
Title: Chairman of the Board and
Chief Executive Officer

Whitney Holding Corporation

PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT

Non-transferable

GRANT TO

("Grantee")

by Whitney Holding Corporation (the "Corporation") of Restricted Stock Units (the "Units") representing the right to receive, on a one-for-one basis, shares of the Corporation's no par value common stock ("Shares"), pursuant to and subject to the provisions of the Whitney Holding Corporation 2007 Long-Term Compensation Plan (the "Plan") and to the terms and conditions set forth on the following pages of this award agreement (this "Agreement").

The target number of Units subject to this award is _____ (the "Target Award"). Depending on the Corporation's composite performance ranking as compared to a select group of Peer Banks in the categories of Return on Average Assets ("ROAA") and Return on Average Equity ("ROAE") for the three-year period ending December 31, 2009, Grantee may earn up to 200% of the Target Award, in accordance with the performance matrix attached hereto as Exhibit A.

By accepting this award, Grantee shall be deemed to have agreed to the terms and conditions of this Agreement and the Plan, and to acknowledge that he or she has received a copy of the Plan and the Plan's Prospectus. Grantee further agrees that the Committee shall not be liable for any determination made in good faith with respect to the Plan or the terms of this Agreement.

IN WITNESS WHEREOF, Whitney Holding Corporation, acting by and through its duly authorized officers, has caused this Agreement to be executed as of the Grant Date.

WHITNEY HOLDING CORPORATION

Grant Date: July 10, 2007

By: William L Marks
Chairman of the Board and Chief Executive Officer

Accepted by Grantee: _____

TERMS AND CONDITIONS

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan. In addition, for purposes of this Agreement:

- (i) Return on Average Assets (“ROAA”) and Return on Average Equity (“ROAE”) are non-GAAP financial measures for the Corporation for a given year, as reflected in the Corporation’s year-end earnings release.
- (ii) Performance Cycle means the period beginning on January 1, 2007 and ending on December 31, 2009, or, if a Change in Control occurs prior to December 31, 2009, the period beginning on January 1, 2007 and ending on the December 31 next preceding the date of the Change in Control.
- (iii) Peer Banks, for each year in the Performance Cycle, means the same bank peer group used for comparison of the Corporation’s performance under the Whitney Holding Corporation Executive Compensation Plan in such year.
- (iv) Prorated Target Award means, in the case of Grantee’s termination prior to the Vesting Date due to death, Disability, Retirement or involuntary severance without Cause, the Target Award multiplied by a fraction, the numerator of which is the number of days elapsed from the Grant Date to the date of such termination of employment and the denominator of which is 1095.
- (v) Vesting Date means the earlier of July 1, 2010 or the occurrence of a Change in Control.

2. Vesting of Units. The Units subject to the Target Award (or the Prorated Target Award, if applicable) will be adjusted based on the performance of the Corporation as provided on Exhibit A attached hereto, and will vest and become nonforfeitable on the Vesting Date, provided that Grantee is employed by the Corporation or any of its Affiliates on the Vesting Date or has incurred a prior termination of employment due to death, Disability, Retirement or involuntary severance without Cause. If Grantee’s employment terminates prior to the Vesting Date for any reason other than Grantee’s death, Disability, Retirement or involuntary severance without Cause, Grantee shall forfeit all right, title and interest in and to the Units as of the date of such termination and the Units will be reconveyed to the Corporation without further consideration or any act or action by Grantee. Any Units that fail to vest in accordance with the terms of this Agreement will be forfeited and reconveyed to the Corporation without further consideration or any act or action by Grantee.

3. Conversion to Shares. Subject to the following sentence, the Units that vest will be converted to actual Shares (one Share per vested Unit) as soon as practicable after the Vesting Date (the “Conversion Date”), but in no event later than December 31 of the year in which the Vesting Date occurs. Shares will be registered on the books of the Corporation in Grantee’s name as of the Conversion Date and delivered to Grantee as soon as practical thereafter, in certificated or uncertificated form, as Grantee shall direct.

4. Dividend Equivalents. If and when cash dividends or other cash distributions are declared with respect to the Shares while the Units are outstanding, the dollar amount of such dividends or distributions (“Dividend Equivalents”) with respect to the number of Shares then underlying the Target Award (or the Prorated Target Award, if applicable) will be paid to Grantee in the form of cash, or if made available by the Corporation and at the election of Grantee, reinvested under a stockholder investment service agreement on the date such dividend or distribution is paid to shareholders of the Corporation. Shares purchased with reinvested dividends shall not be restricted, and are not subject to the performance-based aspects of this Agreement. Grantee shall have no right to Dividend Equivalents with respect to Units that are forfeited, or with respect to any Units in excess of the Target Award (or the Prorated Target Award, if applicable).

5. Restrictions on Transfer and Pledge. No right or interest of Grantee in the Units or in any Dividend Equivalents may be pledged, encumbered, or hypothecated or be made subject to any lien, obligation, or liability of Grantee to any other party other than the Corporation or an Affiliate. Neither the Units nor any accumulated Dividend Equivalents may be sold, assigned, transferred or otherwise disposed of by Grantee other than by will or the laws of descent and distribution.

6. Limitation of Rights. The Units do not confer to Grantee or Grantee's Beneficiary, executors or administrators any rights of a stockholder of the Corporation unless and until Shares are in fact issued to such person in connection with the Units. Nothing in this Agreement shall interfere with or limit in any way the right of the Corporation or any Affiliate to terminate Grantee's employment at any time, nor confer upon Grantee any right to continue in employment of the Corporation or any Affiliate. This Award is not a promise that additional awards will be made to Grantee in the future.

7. Payment of Taxes. The Corporation or any Affiliate employing Grantee has the authority and the right to deduct or withhold, or require Grantee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Grantee's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the vesting or settlement of the Units or Dividend Equivalents. The withholding requirement may be satisfied, in whole or in part, at the election of the Corporation's Chief Financial Officer, by withholding from the settlement of the Units Shares having a fair market value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Chief Financial Officer establishes. The obligations of the Corporation under this Agreement will be conditional on such payment or arrangements, and the Corporation, and, where applicable, its Affiliates will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to Grantee.

8. Restrictions on Issuance of Shares. If at any time the Committee shall determine in its discretion, that registration, listing or qualification of the Shares underlying the Units upon any securities exchange or similar self-regulatory organization or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the settlement of the Units, the Units will not be converted to Shares in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

9. Plan Controls. The terms contained in the Plan shall be and are hereby incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the Plan. Without limiting the foregoing, the terms and conditions of the Units, including the number of shares and the class or series of capital stock which may be delivered upon settlement of the Units, are subject to adjustment as provided in Article V of the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall be controlling and determinative.

10. Notice. Notices and communications hereunder must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Corporation must be addressed to Whitney Holding Corporation, 228 St. Charles Avenue, New Orleans, LA 70130; Attn: General Counsel, or any other address designated by the Corporation in a written notice to Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Corporation, or at any other address given by Grantee in a written notice to the Corporation.

EXHIBIT A

General

The Units will vest and become nonforfeitable on Vesting Date, based on the Corporation's composite performance ranking in ROAA and ROAE within a group of Peer Banks over the Performance Cycle, as described below, and provided that Grantee is employed by the Corporation or any of its Affiliates on the Vesting Date or has incurred a prior termination of employment due to death, Disability, Retirement or involuntary severance without Cause. If Grantee's employment terminates prior to the Vesting Date due to death, Disability, Retirement or involuntary severance without Cause, the Target Award will be adjusted to the Prorated Target Award, but conversion of the Units to Shares in that event will not occur until the normal Conversion Date, and will be based on actual performance through the Performance Cycle.

Performance Measurement Formula

As soon as practical after the end of each calendar year of the Performance Cycle, (i) the Committee will certify the Corporation's actual ROAA for that year, compare it to the average ROAA of the five Peer Banks having the highest ROAA in that year, and determine the Corporation's percentage ranking of ROAA within that group of Peer Banks for that year, and (ii) the Committee will certify the Corporation's actual ROAE for that year, compare it to the average ROAE of the five Peer Banks having the highest ROAE in that year, and determine the Corporation's percentage ranking of ROAE within that group of Peer Banks for that year. The Corporation's percentage ranking in each category is then weighted, 70% ROAA and 30% ROAE, to determine the Corporation's composite performance ranking for the year. As soon as practical after the end of the Performance Cycle, the Committee shall certify the Corporation's average composite performance ranking over the entire Performance Cycle and determine the number of Units (expressed as a percentage of Grantee's Target Award, or Prorated Target Award if applicable) that will vest on the Vesting Date and be converted to shares of Common Stock on the Conversion Date, in accordance with the following table:

Corporation's 3-Year Average Composite Performance Ranking among Peer Banks	Percent of Target Award (or Prorated Target Award) Earned
100%	200%
98%	195%
96%	190%
94%	185%
92%	180%
90%	175%
88%	170%
86%	165%
84%	160%
82%	155%
80%	150%
78%	145%
76%	140%
74%	135%
72%	130%
70%	125%
68%	120%
66%	115%
64%	110%
62%	105%

60%	100%
58%	95.75%
56%	91.50%
54%	87.25%
52%	83.00%
50%	78.75%
48%	74.50%
46%	70.25%
44%	66.00%
42%	61.75%
40%	57.50%
38%	53.25%
36%	49.00%
34%	44.75%
32%	40.50%
30%	36.25%
28%	32.00%
26%	27.65%
25%	25.00%
<25%	0.00%

Change in Control: Notwithstanding the above, upon the occurrence of a Change in Control, the Performance Cycle will be deemed to have terminated as of the December 31 next preceding the date of the Change in Control, and the Units will be deemed earned and vested at the higher of the Target Award (or Prorated Target Award, if applicable) or the number of Units that would have been earned based on the Corporation's actual ROAA and ROAE performance during such shortened Performance Cycle.

Code Section 162(m): This award is intended to qualify as performance-based compensation for purposes of Section 162(m) of the Internal Revenue Code, and shall be earned based solely on the Corporation's performance in ROAA and ROAE as set forth in this Agreement. Any evaluation by the Committee of the Corporation's performance in ROAA and ROAE shall exclude any of the following that occur during the Performance Cycle: the impact of charges for discontinued operations, extraordinary items, and the cumulative effects of tax or accounting changes, each as defined by generally accepted accounting principles and as identified in the financial statements or notes to the financial statements. Such inclusions or exclusions shall be prescribed in a form that meets the requirements of Code Section 162(m) for deductibility.

WHITNEY HOLDING CORPORATION

July 16, 2007

Grantee Name

Re: 2007 Long-Term Compensation Incentive Plan
Notice and Acceptance of Stock Option Grant

On July 10, 2007 (the "Grant Date"), the Compensation Committee (the "Committee") of the Board of Directors of Whitney Holding Corporation (the "Company"), which is appointed to administer the Company's 2007 Long-Term Compensation Plan (the "Plan"), granted to you stock options, which are rights to purchase shares of the Company's no par value voting common stock (the "Common Stock"). This letter is intended to provide you with notice of the terms and conditions that apply to your grant and to constitute your acknowledgment of and agreement to be bound by them. Unless otherwise defined, the meanings of capitalized terms used in this letter are set forth in the Plan.

1. Grant and Type of Options. The Company hereby grants to you nonstatutory stock options to purchase _____ shares of Common Stock at an exercise price of **\$28.76** per share, which is the Fair Market Value of a share of Common Stock on the Grant Date, as defined under Section 2.1(s) of the Plan.

2. Time of Exercise. Except as expressly provided herein, your options are exercisable only while you are an employee of the Company, Whitney National Bank (the "Bank") or of an Affiliate of the Company or the Bank. Except as described in Section 3 below, your options are first exercisable, in whole or in part, on the third anniversary of the Grant Date and, unless earlier forfeited, they will expire and be cancelled, without the requirement of notice or the payment of compensation, ten years after the Grant Date, July 10, 2017 (the "Expiration Date").

If your employment with the Company, the Bank and their Affiliates ceases before the Expiration Date and if all or a portion of your options are then exercisable:

- a. If your employment ceases on account of your death, the options that are then exercisable (after giving effect to any accelerated vesting as provided in Section 3 below) will remain exercisable until the earlier of the Expiration Date or one year after the date of your death.
- b. If your employment ceases on account of your Disability, Retirement or involuntary severance without Cause, the options that are then exercisable (after giving effect to any accelerated vesting as provided in Section 3 below) will remain exercisable until the earlier of the Expiration Date or 90 days after your employment ceases.
- c. If your employment ends for any other reason, your options will expire and be cancelled as of the date on which your employment ceases, without notice or the payment of compensation.

3. Acceleration of Vesting upon Certain Events.

- a. If a Change in Control occurs, then notwithstanding any provision of this letter to the contrary and provided you are an employee of the Company, the Bank or their Affiliates at the time of the Change in Control, your options will become fully vested and exercisable, and will remain fully exercisable in accordance with their terms.
- b. Notwithstanding any provision of this letter to the contrary, if your employment with the Company, the Bank and their Affiliates ceases on account of your death, Disability, or Retirement, your options will vest and become exercisable on a pro rata basis determined by dividing the number of days between July 10, 2007 (the Grant Date) and the date of your termination, by 1095 (which represents the initial three-year vesting schedule).

4. Method of Exercise and Delivery of Shares. Your options, to the extent exercisable, may be exercised, in whole or in part, by providing written notice to the Company, in care of its Chief Financial Officer (or his designee), which notice shall specify the number of shares of Common Stock to be purchased and shall be

accompanied by the full exercise price for the shares. The exercise price may be paid in the form of:

- a. Cash, certified or uncertified check, bank draft or other form of cash equivalent;
- b. Delivering to the Company shares of Common Stock that you already own having a Fair Market Value on the date of exercise equal to the exercise price; or
- c. A broker assisted transaction, provided that the Company's Insider Trading and Confidentiality Policy, as amended from time to time, then permits this form of exercise and that your proposed transaction is consistent with the policy. You must obtain the approval of the Company's General Counsel before you engage in a broker assisted transaction.
- d. Having the Company withhold of a number of shares of Common Stock otherwise deliverable to you upon exercise of this option, having a Fair Market Value on the date of exercise equal to the exercise price.

Notwithstanding the above specified exercise methods, no method of exercise may be used if, in the opinion of the Company's Chief Financial Officer, it would result in liability accounting treatment for the award rather than equity accounting treatment or cause any other unintended negative tax or accounting consequences for the Company.

Delivery of certificates representing the purchased shares of Common Stock shall be made by the Company promptly after receipt of your notice of exercise and payment in full for the shares; provided, however, that the Company's obligation to deliver certificates to you may be postponed, in the sole discretion of the Company, for any period necessary to list, register or otherwise qualify the purchased shares under applicable federal or state securities laws.

5. Payment of Taxes. You will, no later than the date as of which any amount related to this option first becomes includable in your gross income for federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee regarding payment of, any federal, state and local taxes of any kind required by law to be withheld with respect to such amount. Without limiting the foregoing, the Company may permit or require that any such withholding requirement be satisfied, in whole or in part, by having the Company withhold a number of shares of Common Stock otherwise deliverable to you upon exercise of this option having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Committee establishes. The obligations of the Company under this option will be conditional on such payment or arrangements, and the Company, and where applicable, its Affiliates will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to you.

6. Tax Consequences. Information about the tax consequences of your options is included in the Plan's Prospectus, a copy of which has or will be furnished to you. You should also consult your own tax advisor before you exercise your options or sell Common Stock that you acquire on the exercise of your options.

7. No Assignment. Your options granted are not subject in any manner to sale, transfer, pledge, assignment or other encumbrance or disposition, whether by operation of law or otherwise, and whether voluntarily or involuntarily, except by will or the laws of descent and distribution. The Company will not recognize any attempt by you to assign your options.

8. Changes in Capital Structure. The provisions of the Plan shall apply in the case of a change in the capital structure of the Company. Without limiting the foregoing, in the event of a subdivision of the outstanding Common Stock (stock-split), a declaration of a dividend payable in Common Stock, or a combination or consolidation of the outstanding Common Stock into a lesser number of shares, the shares then subject to this option and the exercise price shall automatically be adjusted proportionately.

9. Employment and Compensation Rights. Neither this letter, the grant of your options nor their exercise confers on you any right to continue in the employ of the Company, the Bank or any of their Affiliates. The grant of your options does not interfere, in any manner, with the right of the Company, the Bank or any of their

Affiliates to terminate your employment, whether with or without Cause, in their sole discretion. In addition, the grant of your options is not a promise that additional options will be granted to you in the future.

10. Rights as a Shareholder. Prior to the exercise of your options and the issuance of shares of Common Stock in connection therewith, you have no rights as a shareholder of the Company with respect to the shares subject to your options.

11. Additional Requirements. Common Stock that is issued to you on the exercise of your options will be subject to such legends as the Company deems necessary or appropriate to comply with applicable federal or state securities laws. In connection therewith and prior to the issuance of your shares, you may be required to deliver to the Company such documents as it may reasonably determine are necessary to ensure compliance with such laws.

12. Plan Provisions. Your options granted are subject to terms and conditions imposed under the Plan, in addition to the terms and conditions set forth in this letter. Your options will be interpreted and construed in accordance with the terms of this letter and the Plan.

Very truly yours,

WHITNEY HOLDING CORPORATION

BY: _____
William L. Marks
Chairman of the Board and Chief Executive Officer

Enclosure: Prospectus
2007 Long-Term Compensation Plan

WHITNEY HOLDING CORPORATION
AMENDED AND RESTATED
2001 DIRECTORS' COMPENSATION PLAN
As amended and restated effective January 1, 2008

**WHITNEY HOLDING CORPORATION
2001 DIRECTORS' COMPENSATION PLAN**

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**WHITNEY HOLDING CORPORATION
AMENDED AND RESTATED
2001 DIRECTORS' COMPENSATION PLAN**

Whitney Holding Corporation, a corporation organized and existing under the laws of the State of Louisiana (the "**Company**"), hereby establishes the Whitney Holding Corporation 2001 Directors' Compensation Plan (the "**Plan**"). The Plan was subsequently amended and restated effective as of January 1, 2008 in order to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"). This Plan was originally intended to amend and restate the Whitney Holding Corporation Directors' Compensation Plan, which plan was most recently amended and restated, effective as of April 24, 1996 (the "**Predecessor Plan**").

**ARTICLE I
PURPOSE**

The Plan is established to advance the interests of shareholders by encouraging and enabling the Company to attract, motivate and retain non-employee members of the Board of Directors of the Company and its Affiliates (as defined below), by ensuring that each director who is not a common-law employee of the Company or its Affiliates acquires and maintains an appropriate equity interest in the Company through ownership of the Company's Common Stock (as defined below). The Plan is also intended to include an unfunded deferred compensation arrangement for the benefit of non-employee members of the Board of Directors of the Company and its Affiliates. In accordance with such intent, any obligation of the Company or an Affiliate to pay benefits hereunder shall be deemed to be an unsecured promise, and any right of a participant or beneficiary to enforce such obligation shall be solely as a general creditor of the Company or its Affiliate.

**ARTICLE II
DEFINITIONS**

2.1 **Accounts** or **Account** means the aggregate of a Participant's Deferred Benefit Accounts and/or a Director's Predecessor Account, as the case may be.

2.2 **Affiliate** means any corporation or other form of entity of which the Company owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock or other equity interests, provided that such entity is designated by the Committee as a participating entity hereunder on Exhibit A hereto.

2.3 **Beneficiary** means the person, persons, entity or entities designated by a Participant to receive death benefits hereunder.

2.4 **Benefit Commencement Date** means the date on which the payment of a Participant's service benefit is paid or first commences. Such date shall be designated by each Participant during the On-Line Enrollment process or on Schedule A hereto. If more than one

Deferred Benefit Account is maintained for a Participant hereunder, a separate Benefit Commencement date shall be designated with respect to each such account.

2.5 **Board or Board of Directors** means the Board of Directors of the Company.

2.6 **Change in Control** means a Change in Control as defined in the Whitney Holding Corporation 2007 Long -Term Compensation Plan, as the same may be amended or restated from time to time, provided that such Change in Control meets the definition of a “change in control event” as defined in § 1.409A-3(j)(5) of the Final Regulations under Section 409A of the Code.

2.7 **Class Year** means each calendar year. Notwithstanding the foregoing, the “2004 Class Year” includes all amounts deferred into the Plan in 2004 and any calendar years prior to 2004.

2.8 **Committee** means the members of the Compensation Committee of the Board of Directors of the Company.

2.9 **Common Stock** means no par value voting common stock issued by the Company.

2.10 **Common Stock Credits** means units representing shares of Common Stock.

2.11 **Deferral Election** means an election by an Eligible Director to defer Fees or the receipt of Common Stock for each Class Year, which election shall be made, in writing, in accordance with the provisions of Article VII hereof.

2.12 **Deferred Benefit Account** means an account maintained on the books of the Company with respect to a Participant hereunder. Each such account shall relate to deferrals made for each Class Year as designated by such Participant.

2.13 **Determination Date** means the Annual Determination Date and such other dates as may be designated, from time to time, by the Committee. **Annual Determination Date** means the last day of the Plan Year. The designation of such Determination Dates need not be uniform as to all Accounts maintained hereunder.

2.14 **Director’s Predecessor Plan** means the Unfunded Plan of Deferred Compensation for Directors of Whitney National Bank first adopted as of November 21, 1990.

2.15 **Eligible Director** means an individual, other than a common-law employee, who serves as a member of the Board of Directors of the Company or the Board of Directors of an Affiliate, provided that such Affiliate is designated by the Committee as a participating entity hereunder.

2.16 **Enrollment Period** means the period designated by the Company's Corporate Human Resource Department each year, provided however, that such period shall end on or before the last business day of each year.

2.17 **Fair Market Value** means the closing price of Common Stock as quoted on the National Association of Securities Dealers Automated Quotation System National Market (Nasdaq NM) or other exchange on which Common Stock is regularly traded as of the date specified herein. If no Common Stock is traded on such date, then Fair Market Value shall be the closing price on the date Common Stock last traded on such system or exchange.

2.18 **Fees** means the annual remuneration paid by the Company or an Affiliate to each Eligible Director for his or her service as a member of the Board of Directors (or the Board of Directors of an Affiliate) and for service on certain committees thereof, whether paid as a retainer, meeting or committee fee or otherwise in the form of cash or Common Stock.

2.19 **Financial Hardship** means the occurrence of a severe financial hardship resulting from extraordinary and unforeseeable circumstances beyond the control of the Participant, including a Disability. Any distribution for hardship shall be limited to amounts in a Participant's Grandfathered Account.

2.20 **Grandfathered Account** means the value of the Deferred Benefit Account of each Participant on December 31, 2004, including (i) any amounts to which the Participant was entitled to receive as of such date, even if such amount had not been credited to a Participant's Deferred Benefit Account as of December 31, 2004, and (ii) any earnings accruing to the Participant's Grandfathered Account. For purposes of this Plan, no part of the Participant's Grandfathered Account shall be subject to Code Section 409A. A Participant's "Non-Grandfathered Account" shall equal the Participant's Deferred Benefit Account balance on the date the Participant's service as an Eligible Director ends, minus the amount of the Participant's Grandfathered Account. The Non-Grandfathered Account shall be subject to Code Section 409A.

2.21 **On-Line Enrollment** means the annual process completed by each Participant using Fidelity Investment's Net-Benefits internet site which allows a Participant to electronically provide for the deferral of Fees and Common Stock under this Plan for each Class Year, the election of the form of benefit payment for each Class Year and the designation of a Benefit Commencement date for each Class Year.

2.22 **Participant** means an Eligible Director who is designated in accordance with Article IV hereof or an individual who elected to defer his or her Fees under the Directors Predecessor Plan.

2.23 **Plan** means this 2001 Amended and Restated Directors' Compensation Plan, as may be amended from time to time. This Plan constitutes an amendment and restatement of and a successor to the Predecessor Plan.

2.24 **Plan Year** means the 12-month period beginning each January 1st and ending each December 31st; provided, however, that the first Plan Year shall commence as of the Effective Date and shall end as of December 31, 2001.

2.25 **Schedule A** means a written schedule that provides the designation of a Benefit Commencement Date for each Class Year and the election of the form of benefit payment for each Class Year. The terms of any such Schedule A are incorporated in this Plan by this reference. Any schedule or other form of deferral agreement executed by a Participant in accordance with the Directors Predecessor Plan shall be deemed to constitute a Schedule A hereunder.

2.26 **Unforeseeable Emergency.** A severe financial hardship of the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's Beneficiary or a dependent (as defined in Section 152 of the Code without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)), loss of the Participant's property due to casualty (including the need to rebuild a home not otherwise covered by insurance), or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Except as otherwise provided herein, the purchase of a home and the payment of college tuition are not unforeseeable emergencies. Any distribution for an Unforeseeable Emergency shall be limited to amounts in a Participant's Non-Grandfathered Account.

2.27 **Other Definitions.** The following terms shall have the meanings ascribed below: "**Effective Date**" is defined in Section 3.1 hereof; "**Stock Transfer Date**" is defined in Section 5.1 hereof; "**Cause**" is defined in Section 6.6 hereof; "**Director's Predecessor Account**" is defined in Section 8.1 hereof; "**Adverse Determination**" is defined in Section 11.2 hereof; "**Disabled or Disability**" is defined in Section 11.4 hereof; and "**Exchange Act**" is defined in Section 13.2 hereof.

ARTICLE III ADOPTION; RESERVATION OF SHARES

3.1 **Adoption and Effective Date.** This Plan shall be effective as of April 25, 2001 (the "**Effective Date**"), if approved by the shareholders of the Company. The Plan shall remain in effect until terminated by the Board of Directors as provided in Section 14.1 hereof.

3.2 **Number and Type of Shares.** Subject to adjustment as provided in Section 3.4 hereof, the aggregate number of shares of Common Stock that may be issued under the Plan shall not exceed 3% of the issued and outstanding Common Stock, as determined from time to time; but in no event, shall more than 750,000 shares be reserved for issuance or issued hereunder, which amount includes shares reserved for issuance under the Predecessor Plan not previously subject to grant or award thereunder.

Except as provided in Section 3.3 hereof, the number of shares available for grant, transfer, issuance or other payment under the Plan shall be reduced by the number of shares actually granted, transferred, issued or paid hereunder. Common Stock issued under the Plan may be authorized and unissued shares, issued shares held as treasury shares, shares acquired on the open market or through private purchase.

3.3 **Cancellation.** Shares of Common Stock covered by grants or awards that are canceled, terminated, expired or otherwise lapse for any reason and that are not exercised or that are exchanged for other forms of compensation hereunder, shall again be available for grant or issuance under the Plan.

3.4 **Adjustment.** In the event of any merger, consolidation or reorganization of the Company with another entity, there shall be substituted for each of the shares of Common Stock then subject to the Plan the number and kind of shares of stock or other securities to which the holders of Common Stock are entitled in the transaction.

In the event of any recapitalization, stock dividend, stock split, combination of shares or other change in the number of shares of Common Stock then outstanding for which the Company does not receive consideration, the number of shares of Common Stock then subject to the Plan shall be adjusted in proportion to the change in outstanding shares of Common Stock. In the event of any such substitution or adjustment, the purchase price of any Option shall be adjusted to the extent necessary to prevent the dilution or enlargement of such grant hereunder.

ARTICLE IV ELIGIBILITY AND PARTICIPATION

Participants hereunder shall be (a) Eligible Directors of the Company, (b) Eligible Directors of an Affiliate, provided the Committee has designated such Affiliate as a participating Affiliate hereunder, as provided on Exhibit A hereto, and (c) any member of the Board of Directors of the Company or an Affiliate who elected to defer his or her Fees under the terms of the Directors Predecessor Plan.

ARTICLE V TRANSFER OF COMMON STOCK

5.1 **Time of Transfer.** Common Stock shall be transferred annually to each Eligible Director or subject to a Deferral Election by an Eligible Director in an amount determined in accordance with Section 5.2 hereof as of each June 30th (the "**Stock Transfer Date**"), provided that the recipient thereof is an Eligible Director as of such date.

5.2 **Number of Shares.** The number of shares of Common Stock transferred by the Company to each Eligible Director for receipt or deferral hereunder as of each Stock Transfer Date shall be 300, which amount shall be subject to adjustment, from time to time, as provided in Section 3.4 hereof.

5.3 **Restrictions on Transfer.** Common Stock acquired as of June 30, 2001, under this Article V shall not be subject to sale, transfer, assignment, pledge, mortgage or other disposition by an Eligible Director for a period of six months and one day after the applicable date of transfer. Common Stock subsequently acquired hereunder shall be immediately transferable.

5.4 **Deferral of Common Stock.** In lieu of the receipt of Common Stock hereunder, an Eligible Director may execute a Deferral Election with respect to such shares. Any such election shall comply with the provisions of Article VI hereof. Common Stock deferred pursuant to such an election shall be allocated to each affected Participant's Deferred Benefit Account in the form of Common Stock Credits and shall be subject to the rules otherwise applicable to such accounts and credits.

ARTICLE VI OPTIONS

6.1 **Type of Options.** The term "**Option**" shall mean the right to purchase shares of Common Stock from the Company. Options granted hereunder shall be nonqualified stock options. All such Options shall comply with the provisions of Section 6.2 hereof.

6.2 **Grant of Options.** Options shall be granted to each Eligible Director hereunder, subject to the following terms and conditions:

- a. **Date of Grant.** Options hereunder shall be granted annually as of each Stock Transfer Date, provided the recipient thereof is an Eligible Director as of such date.
- b. **Option Price.** The price of any Option granted hereunder shall be the Fair Market Value of Common Stock, determined as of the date of grant.
- c. **Amount.** The number of shares of Common Stock subject to each Option granted hereunder shall be 1,000 shares, subject to adjustment as provided in Section 3.4 hereof. Effective as of June 30, 2002, the number of shares of Common Stock subject to each Option granted hereunder shall be 2,000 shares, subject to adjustment as provided in Section 3.4 hereof.
- d. **Term.** Except as provided in Section 6.3, Options granted hereunder on or after June 30, 2002, shall be immediately exercisable; options granted prior to such date shall be exercisable six months and one day after the Stock Transfer Date on which such Options were granted. Options shall expire ten years from the date of grant.
- e. **Agreement.** Options granted hereunder shall be evidenced by a written agreement between the Committee and each Eligible Director.

6.3 **Early Termination of Options.** Notwithstanding the provisions of Section 6.2d hereof to the contrary, if a Participant ceases to serve on the Board for any reason, including death, disability or retirement, Options granted hereunder shall expire 12 months after the date on which he or she ceases such service.

6.4 **Manner of Exercise; Issuance of Common Stock.** An Option shall be exercised, in whole or in part, by providing notice to the Committee, specifying the number of

shares of Common Stock to be purchased and accompanied by the full purchase price for such shares. The option price shall be payable in the form of cash (including cash equivalents) or in such other manner as may be authorized, from time to time, by the Committee in the terms of any letter or other agreement evidencing the terms of an Option, which may include by delivery of shares of Common Stock held by the Participant (whether mature or otherwise), or by a combination of Common Stock and cash. Common Stock tendered in payment of the option price shall be valued at Fair Market Value as of the date of exercise.

A Participant may exercise Options and sell the shares of Common Stock acquired thereby pursuant to a brokerage or similar arrangement and use the proceeds of any such sale as payment of the purchase price of the shares.

As soon as practicable after the receipt of written notification or exercise and payment of the option price in full, the Committee shall cause the Company to deliver to the Participant, registered in the Participant's name, certificates representing shares of Common Stock in the appropriate amount.

6.5 **Rights as Shareholders.** Prior to the issuance of shares of Common Stock upon the exercise of an Option, a Participant shall have no rights as a shareholder with respect to the shares subject to such Option.

6.6 **Cause.** If Cause occurs with respect to any Participant, Options granted hereunder which are unexercised as of the occurrence of such Cause shall be forfeited. For this purpose "**Cause**" means that a Participant is found guilty by a court of competent jurisdiction, pleads guilty or pleads *nolo contendere* to any act of fraud or dishonesty against the Company or its Affiliates.

ARTICLE VII DEFERRALS

7.1 **Deferral of Fees and Common Stock.** An Eligible Director shall elect to defer his or her Fees:

- a. **Initial Deferral Election.** During the 30-day period immediately following receipt of initial notice from the Committee in accordance with Article IV hereof; such election shall be effective with respect to Fees payable with respect to services performed after such election is received and accepted by the Committee and for shares of Common Stock transferred to such Eligible Director after such election is received and accepted by the Committee; or
- b. **Subsequent Deferral Elections.** After the Participant's Initial Deferral Election, each Participant is required to complete a new Deferral Election during each Enrollment Period. Any such Deferral Elections made during the Enrollment Period shall apply solely to shares of Common Stock

transferred and to Fees payable with respect to services performed after January 1 of the immediately following Class Year.

A Deferral Election hereunder shall be made, in writing on Schedule A or by using the On-Line Enrollment process, and shall be irrevocable during the Plan Year with respect to which the election relates or such longer period as may be designated by the Committee.

ARTICLE VIII MAINTENANCE AND INVESTMENT OF DEFERRED BENEFIT ACCOUNTS

8.1 **Establishment of Accounts.** The Company shall establish and maintain one or more of the following accounts for the benefit of each Participant hereunder:

- a. **A Deferred Benefit Account**, which shall be credited with an Eligible Director's Fees deferred hereunder. A Deferred Benefit Account may be administered as one or more sub-accounts to facilitate (i) a particular method of crediting income, gain or losses, (ii) the administration of Common Stock Credits and dividend equivalent units, or (iii) for such other purpose as the Committee may deem necessary or appropriate; and/or
- b. **A Director's Predecessor Account**, which shall be credited with each Participant's balance in the Directors Predecessor Plan, determined as of the Effective Date (or such later date designated by the Committee). No additional deferrals shall be credited to such account.

8.2 **Status of Accounts.** Accounts established hereunder shall be by bookkeeping entry only. The establishment and maintenance of any such account shall not be deemed to create a trust or other form of fiduciary relationship between the Company (or an Affiliate) and any Participant or Beneficiary or otherwise create, for the benefit of any Participant or Beneficiary, an ownership interest in or expectation of any specific asset of the Company (or of an Affiliate).

8.3 **Investment Policy.** The Committee shall establish an investment policy with respect to amounts credited to Accounts maintained hereunder. Such policy may provide for the aggregation and investment of all Accounts, for the investment of such accounts in accordance with the specifications of each Participant or for a combination thereof. Such determination shall be made in the sole discretion of the Committee and need not be uniform as to all Accounts maintained hereunder.

If the Committee determines that the Accounts shall be aggregated for investment purposes, the Committee, in its discretion, shall direct the manner in which gain or loss is determined hereunder. If the Committee determines that Accounts shall be invested in accordance with the specifications of each Participant (or Beneficiary), the provisions of Section 8.4 hereof shall apply.

If a Participant ceases to be an Eligible Director of the Company or an Affiliate for any reason, the Committee, in its sole discretion, may direct that gain or loss credited to such Participant's Accounts be determined with respect to one or more investments designated by the Committee or may permit such Participant or Beneficiary to continue to specify the investments in which his or her Accounts are deemed to be invested. Such determination shall be made in the sole discretion of the Committee and need not be uniform as to all Participants.

8.4 **Investment of Accounts.** If the Committee permits a Participant (or Beneficiary) to provide investment specifications with respect to his or her Accounts, such Accounts may be invested in the following:

- a. An equity fund, which fund shall consist primarily of shares of common or preferred stock issued by companies other than the Company or an Affiliate;
- b. A stable value fund, which fund shall provide for the return of principal and interest at a rate established, from time to time, by such fund, a fund consisting of multiple guaranteed investment contracts, or a money market or similar cash equivalent fund;
- c. An international fund, which fund shall consist primarily of shares of publicly traded mutual funds that invest primarily in securities of companies located in the Americas (other than U.S.), the Far East, the Pacific rim and Western Europe;
- d. A fixed income fund, which fund shall consist primarily of interest-bearing securities issued by companies other than the Company and its Affiliates, commercial paper, interest-bearing securities issued by the United States government or an agency or instrumentality thereof and other forms of interest-bearing investments;
- e. Common Stock Credits; and
- f. Such other investment options as may be designated by the Committee, in its sole discretion, from time to time; provided, however, that a fund consisting solely or primarily of Common Stock Credits, shall at all times, be maintained hereunder.

8.5 **Common Stock Credits.** Notwithstanding any provision of this Plan to the contrary, if a Participant elects to defer Common Stock in accordance with Section 5.4 hereof the Committee shall direct that the amount of such deferral shall be deemed invested in Common Stock Credits. Unless the Committee expressly provides to the contrary, Common Stock Credits allocated to a Participant's Deferred Benefit Account shall be held and deemed invested in such credits at all times pending distribution.

The number of Common Stock Credits allocated to a Participant's Deferred Benefit Account shall be based upon the Fair Market Value of Common Stock determined as of each applicable Determination Date. An amount equal to dividends payable with respect to Common Stock represented by the Common Stock Credits allocated to a Participant's Deferred Benefit Account shall be credited to such account, in the form of additional Common Stock Credits. The amount of such credits shall be based upon the Fair Market Value of Common Stock as of the dividend payment date. Any stock dividend, stock split, or other recapitalization shall be reflected in the Common Stock Credits allocated to a Participant's Deferred Benefit Account.

If a Participant's deferrals hereunder are deemed invested in Common Stock Credits, then any distribution with respect to such deferrals shall be made in the form of Common Stock, with cash distributed in lieu of a fractional share. Prior to the distribution of Common Stock hereunder, a Participant shall have no rights as a shareholder with respect to amounts deemed invested in Common Stock Credits.

8.6 **Accounting.** As of each Determination Date, a Participant's Accounts shall be adjusted as follows:

- a. There shall be credited to each Deferred Benefit Account the amount of any Fees deferred not later than 30 days following the applicable payment date.
- b. Interest, gain or loss, including, without limitation, dividend equivalent units, shall be credited (or charged) to the Participant's Accounts for the period since the immediately preceding Determination Date.
- c. Each Account shall be reduced by any payment or other form of distribution or transfer made since the immediately preceding Determination Date.

8.7 **Valuation Notice.** At least as frequently as each Annual Determination Date, the Committee shall furnish each Participant with a valuation notice which includes the amounts credited to the Participant's Accounts and the earnings, gains or losses allocated to such Accounts since the immediately preceding Determination Date.

ARTICLE IX SERVICE BENEFITS

9.1 **Form of Service Benefit.** A service benefit shall be payable in accordance with the Participant's election on Schedule A or during the On-Line Enrollment process in the form of:

- a. Substantially equal annual installment payments for a period of five consecutive years; or

- b. Substantially equal annual installment payments for a period of ten consecutive years; or
- c. A single-sum payment.

If no election is received by the Committee for a Class Year, or if a Participant's election cannot be administered, such Participant's service benefit shall be distributed in the form of a single-sum payment. For purposes of this Plan, a Participant's right to a series of installment payments, as elected during On-Line Enrollment process or on Schedule A is treated as the right to separately identified payments.

9.2 **Amount of Service Benefit.** The amount of a Participant's service benefit hereunder shall equal the amount credited to such Participant's Accounts, determined in accordance with the following rules:

- a. If such benefit is paid in the form of a single-sum, such benefit shall equal the aggregate amount credited to such Participant's Accounts for each Class Year as of the Determination Date that corresponds to or immediately follows such Participant's Benefit Commencement Date.
- b. If such benefit is paid in the form of installments, the amount of each annual installment shall equal the aggregate value of the Participant's Accounts for each Class Year as of the Annual Determination Date that coincides with or immediately precedes the payment date multiplied by a fraction (i) the numerator of which is one, and (ii) the denominator of which is the number of annual installments remaining to be paid pursuant to the Participant's election. To effect the payment of any installment hereunder, each Participant's investment specifications shall be deemed liquidated and distributed on a pro rata basis. During the installment period, the Participant's Accounts shall be credited with income, gain or loss in accordance with the provisions of Article VIII hereof.

9.3 **Time of Payment.** A Participant's service benefit shall be payable (or payments shall commence) not later than the first day of the second calendar month immediately following the Benefit Commencement Date designated by the Participant for each Class Year. If a Participant's service benefit for a Class Year is payable in the form of annual installments, any remaining installments shall be paid not later than March 1st of each succeeding Plan Year.

9.4 **Single-Sum Payment.** If the value of a Participant's Accounts is \$50,000 or less as of the date on which his or her service as an Eligible Director with the Company and all Affiliates officially ceases, then notwithstanding any provision of this Plan to the contrary, the Committee shall distribute such amount to the Participant in the form of an immediate single-sum payment as of such date. No additional benefit shall be payable with respect to such Accounts.

9.5 **Schedule A.** Each Participant's elections on Schedule A or via the On-Line Enrollment process as to the designation of a Benefit Commencement Date and/or the form of payment shall apply to the aggregate amount allocated to each such Participant's Deferred Benefit Account for the applicable Class Year.

A Participant shall be entitled to modify his or her Schedule A for the 2004 Class Year, from time to time, with respect to the designation of a Benefit Commencement Date or the form in which his or her service benefit is distributed hereunder; provided, however, that any such modification shall be effective only if received and accepted by the Committee at least 18 months prior to his or her termination of service on the Board of Directors of the Company and all Affiliates or 18 months prior to his or her Benefit Commencement Date for the 2004 Class Year, if earlier.

9.6 **Special Payment Election Rules.** A Participant may make a change which delays the timing of distributions or changes the form of distributions from a Participant's Non-Grandfathered Account only if the following requirements are met:

- a. Any election to change the time and form of distribution may not take effect until at least 12 months after the date on which the election is made;
- b. Other than in the event of death, the first payment with respect to such election must be deferred for a period of at least 5 years from the date such payment otherwise would have been made; and
- c. Any election related to a change in the payment date must be executed at least 12 months prior to the date on which the payment being changed was scheduled to begin.

ARTICLE X DEATH BENEFITS

10.1 **Beneficiary Designation.** A Participant shall be entitled to designate one or more Beneficiaries on forms provided by the Committee. Any such designation may be modified by delivery of a new designation to the Committee. Any designation or modification shall be effective upon its receipt and acceptance by the Committee. If a Participant fails to designate a Beneficiary or if a Participant's designation cannot be administered, the Participant's estate shall be deemed his or her Beneficiary hereunder.

10.2 **Participant's Death Before Benefit Commencement Date.** If a Participant dies after his or her Benefit Commencement Date, the Participant's Beneficiary shall be paid a death benefit in the form of a single-sum payment, commencing as soon as practicable after the annual Determination Date following the Participant's death.

10.3 **Participant's Death After Benefit Commencement Date.** If a Participant dies after his or her Benefit Commencement Date, the Company shall pay to the Participant's Beneficiary the remaining benefit, if any, that would otherwise be payable to the deceased

Participant, determined in accordance with the terms of his or her elections on Schedule A or via the On-Line Enrollment process.

10.4 **Death of Beneficiary.** In the event of the death of a Beneficiary, the remaining benefit to which such deceased Beneficiary was entitled, if any, shall be payable to the beneficiary or beneficiaries designated in writing by such Beneficiary on a form submitted to the Committee (or such benefits shall be payable to the Beneficiary's estate if the Beneficiary fails to designate a successor beneficiary or beneficiaries).

ARTICLE XI HARDSHIP WITHDRAWALS AND OTHER DISTRIBUTIONS

11.1 **Withdrawals on Account of Financial Hardship or Unforeseeable Emergency.** If a Participant experiences a Financial Hardship or Unforeseeable Emergency, such Participant may request the Committee to approve the withdrawal of all or a portion of the aggregate value of his or her Accounts in the form of an immediate single-sum payment, subject to the limitations set forth below. For purposes of this Section 11.1, references to "Financial Hardship" shall include an "Unforeseeable Emergency" unless otherwise specifically stated.

- a. Withdrawals for Financial Hardship shall be limited to amounts in a Participant's Grandfathered Account and withdrawals for Unforeseeable Emergency shall be limited to amounts in a Participant's Non-Grandfathered Account. .
- b. A request for withdrawal shall be made, in writing, and shall set forth the circumstances surrounding the Financial Hardship. As a condition of and part of such request, the Participant shall provide to the Committee his or her written representation that (i) the hardship cannot be relieved by insurance or other reimbursement reasonably available to the Participant, (ii) the hardship can only be relieved by liquidation of the Participant's assets and any such liquidation would itself result in severe damage or injury to the Participant, and (iii) the Participant has no reasonable borrowing capacity to relieve the hardship. The Committee shall be entitled to request such additional information as may be reasonably required to determine whether a Financial Hardship exists and the amount of the hardship and to establish additional conditions precedent to the review or granting of a request for a withdrawal on account of a Financial Hardship.
- c. If the Committee determines that a Financial Hardship exists, the Committee may authorize the immediate distribution of an amount required to meet the financial need created by such hardship, including any taxes payable on account of such distribution.
- d. To effect a withdrawal hereunder, each Participant's investment specifications shall be deemed liquidated on a pro rata basis.

- e. The amount of a withdrawal on account of a Financial Hardship shall reduce the amount credited to a Participant's Accounts, and the Participant's Accounts shall be reduced by an amount equal to 10% of the amount withdrawn.
- f. The Committee shall require, as a condition of any withdrawal on account of a Financial Hardship, the termination of any deferral election as to any Fees with respect to which services have not yet been performed and shares of Common Stock which have not been transferred to the Participant. In no event shall the affected Participant be entitled to enter into a new Schedule A or complete the On-Line Enrollment process until the January 1st immediately following the year in which such cessation of a deferral occurs.
- g. The Committee may establish such additional rules as may be reasonably required to administer the withdrawal of amounts under this Section 11.1. Such rules may include, but shall not be limited to, the imposition of additional conditions precedent to the withdrawal, the determination of the amount of any benefit reduction, and the disposition of any terminated deferral election under Section 11.1f, hereof. The determination by the Committee as to all matters pertaining to a Financial Hardship shall be final and binding upon all affected Participants and Beneficiaries.

11.2 **Early Payments.** Notwithstanding any provision of this Plan to the contrary, the Committee may direct the distribution to any Participant (or Beneficiary) in the form of an immediate single-sum payment all or any portion of the amount then credited to a Participant's affected Grandfathered Account, if an Adverse Determination is made with respect to such Participant. For this purpose, the term "**Adverse Determination**" shall mean that, based upon Federal tax or revenue law, a published or private ruling or similar announcement issued by the Internal Revenue Service, a regulation issued by the Secretary of the Treasury, a decision by a court of competent jurisdiction, a closing agreement made under Section 7121 of the Code that is approved by the Internal Revenue Service and involves such Participant or a determination of counsel, a Participant has or will recognize income for Federal income tax purposes with respect to any amount that is or will be payable under this Plan from his or her Grandfathered Account before it is otherwise to be paid hereunder.

Notwithstanding the provisions of this Section 11.2, any payment on account of an Adverse Determination shall be made in accordance with an opinion of counsel that such payment complies with any restrictions or limitations imposed under applicable Federal or state securities laws.

With respect to amounts in a Participant's Non-Grandfathered Account, the Plan Committee may direct the trustee of any trust established pursuant to Paragraph 10.2, hereof, to distribute to a Participant in a single-sum payment the amount credited to a Participant's Non-Grandfathered Account following the occurrence of one or more of the following permissible

accelerated distribution events under Treas. Reg. Section 1.409A-3(j)(4)(iii) (conflicts of interest), (j)(4)(vi) (payment of employment taxes), (j)(4)(vii) (payment upon income inclusion under Section 409A), (j)(4)(ix) (plan terminations and liquidation), (j)(4)(xi) (payment of state, local or foreign taxes), (j)(4)(xiii) (certain offsets) and (i)(4)(xiv) (bona fide disputes).

11.3 **Change in Control.** Notwithstanding any provision of this Plan to the contrary, upon the occurrence of a Change in Control, the aggregate value of each Participant's Account shall be paid to the Participant in a single lump sum (regardless of the form of payment elected by the Participant) within 60 days of the occurrence of a Change in Control.

11.4 **Disability Benefit.** If a Participant becomes Disabled, the Company shall pay to the Participant the benefit described in Section 9.2 in lieu of any other benefit under this Plan. A Participant shall be deemed to be "**Disabled**" or have a "**Disability**" if the Participant (i) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 6 months under the Company's (or an Affiliate's) separate long-term disability plan, if such director were a participant therein, or (ii) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

- a. The benefit described in Section 9.2 is the value of the Participant's Account as of the Participant's Disability determination date.
- b. The Company shall pay the benefit to the Participant in the payment form elected by the Participant during the On-Line Enrollment process or on Schedule A for each Class Year commencing on the first day of the month following the month which includes the Disability determination date.

ARTICLE XII PLAN ADMINISTRATION

12.1 **Powers.** This Plan and all matters related thereto shall be administered by the Committee. Notwithstanding the foregoing, the Board of Directors may act in lieu of the Committee hereunder. The Committee shall have the power and authority to interpret the provisions of this Plan and shall determine all questions arising under the Plan including, without limitation, all questions concerning administration, eligibility, the determination of benefits hereunder, and the interpretation of any form or other document related to this Plan. In addition, the Committee shall have the authority to prescribe, amend and rescind rules and administrative procedures relating to the operation of this Plan, to instruct any trustee as to the investment of any asset held for the purposes described in Section 14.3 hereof, and to correct any defect, supply any omission or reconcile any inconsistency in this Plan.

Any determination by the Committee need not be uniform as to all or any Participant hereunder. Any such determination shall be conclusive and binding on all person. The

Committee shall engage the services of such independent actuaries, accountants, attorneys and other administrative personnel as it deems necessary to administer the Plan.

12.2 **Payments.** The Committee shall have the power and authority to determine the time and amount of any distribution or withdrawal hereunder. The Committee shall direct the trustee of any trust established pursuant to Section 14.3 hereof, in writing, as to any such distribution or withdrawal.

12.3 **Delegation of Administrative Authority.** The Committee, in its sole discretion, may delegate to the executive officers of the Company all or any portion of the power and authority granted to it hereunder. When acting in accordance with such delegation (whether made orally or in writing) such officers shall be deemed to possess the power and authority granted to the Committee hereunder and may delegate limited authority to designated employees to facilitate the administration, management or interpretation of the Plan.

ARTICLE XIII PARTICIPANTS' RIGHTS

13.1 **Spendthrift Provision.** Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber any amount payable hereunder. No amount payable under this Plan shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debt, judgment, alimony or separate maintenance owed by a Participant or any other person. No amount payable under this Plan shall be transferable by operation of law in the event of a Participant's or other person's bankruptcy or insolvency.

13.2 **Transfer of Options.** Notwithstanding the provisions of Section 13.1 to the contrary, the Committee, in its sole discretion, may provide that Options granted hereunder, including outstanding Options granted prior to the Effective Date, may be transferred by a Participant to members of such Participant's immediate family, any trust for the benefit of such family members, and/or partnerships whose partners are such family members, but such transferees may not transfer such Options to third parties. For purposes of this Section 13.2, the term "**immediate family**" shall have the meaning ascribed to such term in Rule 16a-1(e) promulgated under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

Each transferee shall be subject to the terms and conditions applicable to the Option prior to the transfer, and prior to any transfer hereunder, each such transferee and the related Participant shall enter into a written agreement with the Committee acknowledging such terms and conditions, including, but not limited to, the conditions with regard to the liability for payment of any and all taxes, as well as any other restriction determined to be reasonably necessary by the Committee. To the extent the Committee determines that any transfer hereunder would result in the loss of the exemption provided under Rule 16b-3 of the Exchange Act or a similar provision, such transfer shall be deemed invalid.

13.3 **Obligation for Benefit Payments.** Notwithstanding any provision of this Plan to the contrary, the payment of benefits under this Plan shall remain the obligation of the Company

or any such Affiliate. In the event the Company designates a third-party as the payor of the benefits and the assets of such third-party are insufficient to meet the payment obligations of the Company or an Affiliate, the Company or such Affiliate shall remain responsible for such deficiency.

13.4 **Tax Reporting.** The Company or an Affiliate or any third-party payor shall report, and if necessary, withhold from the payment benefits hereunder any amount required to be withheld under applicable Federal or state tax laws.

ARTICLE XIV MISCELLANEOUS

14.1 **Termination of Plan.** The Board of Directors shall have the right, at any time, to terminate this Plan. The Board shall provide written notice of such termination to each Participant hereunder. In the event of any such termination, the deferral of Fees and Common Stock hereunder shall immediately cease. Each Participant shall receive a distribution of the value of his or her Grandfathered Account as of the Determination Date that is at least six months after the date of termination. Such distribution of the Participant's Grandfathered Account shall be made in the form of an immediate single-sum payment, and amounts allocated to Common Stock Credits shall be distributed in the form of Common Stock, with cash distributed in lieu of a fractional share. Notwithstanding the foregoing, termination of the Plan with respect to the portion of the Plan that includes Non-Grandfathered Accounts must comply with the requirements of Treas. Reg. Section 1.409A-3(j)(4)(ix). .

14.2 **Amendment and Modification.** The Board of Directors of the Company may amend this Plan, in its discretion; provided, however, that any amendment adversely affecting amounts then credited to Accounts hereunder shall be approved by each affected Participant (or his or her Beneficiary). Notwithstanding the foregoing, the consent of any Participant or Beneficiary shall not be required if the Board of Directors reasonably determines that an amendment is necessary to ensure that amounts credited to a Participant's Accounts are not subject to Federal income taxation until withdrawn or distributed or to ensure that the Plan is deemed to be unfunded within the meaning of the Employee Retirement Income Security Act of 1974, as amended.

14.3 **Funding.** The Company may, in its discretion, establish a trust in connection with the adoption of this Plan. Each year during the continuance of this Plan, the Committee may designate amounts or property to be added to the trust on behalf of the Company or an Affiliate. The property comprising the assets of such trust, including any insurance policy on the life of a Participant purchased by such trust or contributed to such trust by the Company or an Affiliate, shall at all times remain the property of such trust. The trustee of such trust shall distribute the assets comprising such trust in accordance with the provisions and the trust agreement, all as instructed by the Committee, but in no event shall such trustee distribute the assets of such trust to or for the benefit of the Company or any Affiliate, except as provided in the trust agreement.

No Participant or Beneficiary shall have the right to, or claim under or against, any insurance policy on the life of the Participant obtained by the Company or an Affiliate or any

asset held in trust to help defray the cost incurred in providing benefits under this Plan. Any such policy or other property shall be, and remain, a general, unpledged asset of the Company or an Affiliate or the trust, as the case may be.

14.4 **Inurement.** This Plan shall be binding upon and shall inure to the benefit of the Company and each Participant hereto and their respective heirs, executors, administrators, successors and assigns.

14.5 **Governing Law.** This Plan is governed by the internal laws of the State of Louisiana, in all respects, including matters of construction, validity and performance.

THIS PLAN was approved by the Board of Directors of Whitney Holding Corporation on January 24, 2001, to be effective as of April 25, 2001 and was subsequently amended and restated in order to comply with Section 409A of the Code.

WHITNEY HOLDING CORPORATION

By:

Its: President

**WHITNEY HOLDING CORPORATION
2001 DIRECTORS' COMPENSATION PLAN**

EXHIBIT A

The following shall be Affiliates designated as participating entities under the Whitney Holding Corporation 2001 Amended and Restated Directors' Compensation Plan:

Name	Federal Tax Identification Number
Whitney National Bank	72-0352102

This Exhibit A shall be amended from time to time by the Committee to add or remove entities designated as participating entities under the Plan.

WHITNEY HOLDING CORPORATION

RETIREMENT RESTORATION PLAN

As Amended and Restated Effective January 1, 2008



**WHITNEY HOLDING CORPORATION
RETIREMENT RESTORATION PLAN**

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**WHITNEY HOLDING CORPORATION
RETIREMENT RESTORATION PLAN**

This Whitney Holding Corporation Retirement Restoration Plan (the "Plan") is adopted by Whitney Holding Corporation, a corporation organized and existing under the laws of the State of Louisiana, and shall be first effective as of January 1, 1995. The Plan was subsequently last amended and restated effective as of January 1, 2008 in order to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and any ambiguity hereunder shall be interpreted in such a way as to comply, to the extent necessary, with Section 409A of the Code and the regulations thereunder.

ARTICLE I

PURPOSE

The Plan is intended to be an unfunded deferred compensation arrangement for the benefit of designated key management employees of Whitney Holding Corporation and its affiliates and subsidiaries, within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As such, this Plan is not intended to constitute an employee benefit plan under ERISA which is subject to the provisions of Parts 2, 3 and 4 of Title I of ERISA. In accordance with such intent, any obligation to pay benefits hereunder shall be deemed to be an unsecured promise, and any right of a participant or beneficiary hereunder to enforce such obligation shall be solely as a general creditor of Whitney Holding Corporation. Further, the Plan is not intended to constitute a qualified employee benefit plan within the meaning of Section 401 (a) of the Internal Revenue Code of 1986, as amended (the "Code").

ARTICLE II

DEFINITIONS

Except as expressly set forth below, capitalized terms used herein shall have the meanings ascribed to them in the Retirement Plan (as defined below).

2.1 Beneficiary

The person, persons, entity or entities (a) designated by a Participant, in writing, to receive death benefits payable under the Retirement Plan, or (b) determined in accordance with the terms of the Retirement Plan, as the case may be.

2.2 Benefit Commencement Date

The date on which the payment of Restoration Benefits hereunder commences, determined in accordance with Paragraph 4.2 hereof.

2.3 **Employer**

Whitney Holding Corporation, a corporation organized and existing under the laws of the State of Louisiana, and any subsidiary or affiliate of Whitney Holding Corporation.

2.4 **Grandfathered Restoration Benefit**

In accordance with Section 409A of the Code and the final regulations thereunder, the present value, as of December 31, 2004, of the amount of the vested Restoration Benefit to which the Participant would be entitled under Section 4.3 if (a) the Participant's Benefit Commencement Date was January 1, 2005, (b) the Participant had a Termination of Employment on December 31, 2004, and (c) the Participant elected to receive his or her Restoration Benefit in the form of a single life annuity no later than March 1, 2005, shall not be subject to Section 409A of the Code and shall be referred to herein as the "Grandfathered Restoration Benefit." For purposes of this Agreement, no part of the payment attributable to the Participant's Grandfathered Restoration Benefit that would otherwise have been paid under Section 4.2 of the Plan shall be subject to the 6 month delay for payments to Specified Employees described in Section 4.2.

For purposes of this Agreement, the "Non-Grandfathered Restoration Benefit" shall equal the amount of the Restoration Benefit the Participant is entitled to on the date the Participant has a Termination of Employment minus the amount of the Participant's Grandfathered Restoration Benefit. The Non-Grandfathered Restoration Benefit shall be subject to Section 409A of the Code.

2.5 **Participant**

An executive officer of the Employer who is designated to participate in this Plan in accordance with Article III hereof and who is entitled to receive a Restoration Benefit hereunder.

2.6 **Plan Committee**

The Plan Committee is the administrator of this Plan, the members of which are the members of the Compensation and Human Resource Committee of the Board of Directors of Whitney Holding Corporation.

2.7 **Retirement Plan**

A qualified employee benefit plan maintained by Whitney National Bank known as the Whitney National Bank Retirement Plan, most recently amended and restated as of January 1, 2002, as the same may be further amended from time to time.

2.8 **Specified Employee**

A Participant who falls within the meaning of such term in Code Section 409A and the final regulations thereunder (the "Final 409A Regulations"), provided, however, that as permitted in the Final 409A Regulations, the Employer's Specified Employees and its application of the six-month delay rule of Code Section 409A(a)(2)(B)(i) shall be determined in accordance with a policy adopted by the Compensation and Human Resource Committee of the Board of Directors, which shall be applied consistently with respect to all nonqualified deferred compensation arrangements of the Employer, including this Plan.

2.9 Termination of Employment

A separation from service under Code Section 409A and the Final 409A Regulations.

2.10 Other Definitions

The terms "Restoration Benefit," "Retirement Election Period," "Cause," "Adverse Determination," and "Death Benefit" shall have the respective meanings set forth below.

ARTICLE III

ELIGIBILITY AND PARTICIPATION

3.1 Conditions of Eligibility

Eligibility to become a Participant in this Plan shall be determined by the Plan Committee, in its sole discretion, from time to time. Participants hereunder shall be executive officers of the Employer who also participate in the Retirement Plan. Participants may be designated individually or by groups or categories, in the discretion of the Plan Committee. Any such determination shall be conclusive and binding upon all persons.

The Plan Committee, in its sole discretion, may impose additional conditions on eligibility to participate in this Plan. Any such conditions may be imposed on a group or category of executive officers otherwise designated for participation hereunder or may be imposed individually on any such executive officer. Any additional conditions shall be evidenced by a written agreement between the Plan Committee and any affected executive officer.

3.2 No Effect on Other Benefits

Except as set forth in Paragraph 3.1 hereof, any compensation paid or benefits provided to a Participant shall be in addition to and not in lieu of the benefits provided to such Participant under this Plan. Except as otherwise provided herein, nothing in this Plan shall be construed as limiting, varying or reducing the provision of any benefit available to a Participant, such Participant's estate or Beneficiary pursuant to any employment agreement, retirement plan, including any qualified pension or profit-sharing plan, health, disability or life insurance plan or any other form of agreement or arrangement between the Employer and a Participant.

ARTICLE IV

RESTORATION BENEFITS

4.1 Special Definitions

For purposes of this Article IV, Restoration Benefit means a benefit determined and payable to a Participant in accordance with this Article IV. Unless otherwise stated, references to a Participant's "Restoration Benefit" include a Participant's Grandfathered Restoration Benefit and Non-Grandfathered Restoration Benefit.

The term "Retirement Election Period" shall mean the 180-day period prior to the Participant's Benefit Commencement Date as determined under Section 4.2 of the Plan.

4.2 **Time of Payment**

Except as otherwise provided herein, a Participant's Restoration Benefit hereunder shall be payable as of such Participant's Benefit Commencement Date. The term Benefit Commencement Date shall mean for Participants who are eligible for Early Retirement under the Retirement Plan the first day of the month next following the later of the month the Participant (a) attains age 55, or (b) has a Termination of Employment with the Employer. For Participants who are not eligible for Early Retirement under the Retirement Plan, the term Benefit Commencement Date shall mean the first day of the month next following the later of the month the Participant (a) attains age 65, or (b) has a Termination of Employment with the Employer. For this purpose, "Early Retirement" shall have the meaning ascribed to it in the Retirement Plan.

Notwithstanding the foregoing, if a Participant is a Specified Employee on his Benefit Commencement Date and payment(s) are due from this Plan on account of Termination of Employment (but not death), the Participant's right to begin to receive the portion of such payments attributable to his Non-Grandfathered Restoration Benefit will be delayed until the earlier of the Participant's death or the first day of the seventh month following the Participant's Termination of Employment, whereupon the accumulated payments will be paid and distributed to the Participant (without interest) and the normal payment schedule for the remaining monthly payments will resume.

4.3 **Amount of Restoration Benefit**

A Participant's Restoration Benefit shall be the difference between a Participant's Maximum Benefit and Normal Retirement Benefit or Early Retirement Benefit, as the case may be.

For this purpose, the terms "Normal Retirement Benefit" and "Early Retirement Benefit" shall have the meanings ascribed to them in the Retirement Plan. The term "Maximum Benefit" means a Participant's Normal Retirement Benefit or Early Retirement Benefit, as the case may be, subject to the following adjustments:

- a. Compensation shall be determined without regard to the limit imposed under Code Section 401(a)(17) (or any successor thereto);
- b. No reduction shall be taken on account of the limitations imposed under Code Section 415 (or a successor thereto), including, without limitation, a reduction to reflect the annual benefit payable from the Retirement Plan;
- c. No reduction shall be taken on account of the general test imposed under Code Section 401(a)(4) (or a successor thereto); and
- d. Compensation shall be determined taking into account any amount which a Participant defers under any plan of deferred compensation maintained by the Employer, including, without limitation, the Savings Plus Plan (or any successor

thereto), any plan maintained under Code Section 125, and the Whitney Holding Corporation Deferred Compensation Plan (or a successor thereto).

The Plan Committee shall determine the amount of the Restoration Benefit in accordance with the guidelines set forth herein; any such determination shall be conclusive and binding on all Participants hereunder.

4.4 **Form of Restoration Benefit**

A Participant's Restoration Benefit hereunder shall be payable in the form designated by a Participant during his or her Retirement Election Period, from among the following:

- a. Single Life Annuity - Equal monthly payments for the life of the Participant with no period of guaranteed payment.
- b. Term Certain Annuity - Equal monthly payments for the life of the Participant, with a period of guaranteed payments designated by the Participant; provided, however, that the duration of the guaranteed payments shall not exceed the number of whole years between such Participant's Benefit Commencement Date and the date on which he or she attains age 80.
- c. Joint and Last Survivor Annuity - Equal monthly benefits payable for the life of the Participant and the Participant's Beneficiary, with $66 \frac{2}{3}\%$ of the monthly payments made during the lives of the Participant and his or her Beneficiary paid to the survivor among them.
- d. Joint and Survivor Annuity - Equal monthly benefits payable for the life of the Participant and the Participant's Beneficiary (if he or she survives the Participant) with 100% of the amount of the monthly payments made during the life of the Participant paid to the Participant's Beneficiary after the Participant's death.
- e. Joint and Last Survivor Annuity with Guaranteed Payments - Equal monthly benefits payable for the life of a Participant with 100% of the amount of the monthly payment made during the life of the Participant paid to the Participant's Beneficiary after the Participant's death, with a guarantee that such payments be made for 120 months, measured from the Participant's Benefit Commencement Date.

If no designation is made, benefits hereunder shall be paid (a) in the form of a joint and 100% survivor annuity (if a Participant is married as of his or her Benefit Commencement Date), or (b) in the form of a single life annuity (if a Participant is not married as of his or her Benefit Commencement Date). For purposes of this Plan, a Participant's right to a series of annuity payments is treated as the right to separately identified payments.

4.5 Cash Out of Small Benefits

Notwithstanding the provisions of Paragraph 4.4 to the contrary, if the present value of a Participant's Restoration Benefit is \$50,000 or less as of his or her Benefit Commencement Date, the Plan Committee shall distribute such amount to the Participant in the form of an immediate single-sum payment. Notwithstanding the foregoing, if the Participant is a Specified Employee on the date of his Termination of Employment, the Plan Committee shall distribute the portion of the payment amount attributable to the Participant's Non-Grandfathered Restoration Benefit on the first day of the seventh month following his Termination of Employment. No additional benefit shall be payable with respect to such Participant under this Plan.

4.6 Actuarial Assumptions

For purposes of determining a Restoration Benefit hereunder, the Plan Committee shall use, to the extent practicable, the actuarial assumptions used to determine benefits under the Retirement Plan. Otherwise, the Plan Committee shall adopt such actuarial assumptions as may be reasonably necessary to determine benefits payable hereunder.

4.7 Vesting

Any Restoration Benefit payable hereunder shall be subject to the vesting rules set forth in the Retirement Plan, taking into account all service with the Employer, including any affiliate of the Employer. To the extent service with a predecessor employer is taken into account under the vesting provisions of the Retirement Plan, such service shall be taken into account under this Plan for vesting purposes.

If a Participant's employment with the Employer is terminated, for any reason, before he or she is fully vested within the meaning of the Retirement Plan, no Restoration Benefit shall be payable from this Plan.

4.8 Participant Elections

Any elections permitted during the Retirement Election Period shall be made, in writing, on forms acceptable to the Plan Committee. Such elections shall be effective upon receipt by the Plan Committee, which shall not be later than the last day of a Participant's Retirement Election Period. A Participant's elections hereunder shall become irrevocable as of the last day of his or her Retirement Election Period.

ARTICLE V

DEATH BENEFITS

5.1 Special Definition

The term Death Benefit shall mean a benefit payable in accordance with this Article V.

5.2 **Participants Death Before Benefit Commencement Date**

If a Participant dies before his or her Benefit Commencement Date, a Death Benefit shall be distributed in accordance with the provisions of this Paragraph 5.2:

- a. **Amount.** The amount of the Death Benefit payable under this Paragraph 5.2 shall equal the Actuarial Equivalent (as defined in the Retirement Plan) of either (i) the Participant's Early Retirement Benefit (if he or she dies after his or her earliest Early Retirement Date, or (ii) the Participant's Normal Retirement Benefit, computed as if he or she (1) terminated employment on the date of his or her death, (2) was eligible for a Normal Retirement Benefit, (3) retired with a Qualified Joint and Survivor Annuity (as defined in the Retirement Plan) on his or her Normal Retirement Date, and (4) died on the date after he or she would have reached his or her Normal Retirement Date.
- b. **Form.** A Death Benefit payable under this Paragraph 5.2 shall automatically be distributed in the form of the survivor's portion of a Qualified Joint and 50% Survivor Annuity.
- c. **Time.** The distribution of a Death Benefit hereunder shall commence as of the earlier of (i) the Participant's Benefit Commencement Date, or (ii) the date on which the Participant would have attained the earliest Early Retirement Date determined under the Retirement Plan.
- d. **Beneficiary.** The death benefit provided under this Paragraph 5.2 shall be payable to (i) the Participant's surviving spouse (if he or she is married on the date of his or her death), or (ii) the Participant's Beneficiary (if he or she is not married on the date of his or her death).

5.3 **Participant's Death After Benefit Commencement Date**

If a Participant dies after his or her Benefit Commencement Date, the Employer shall pay to the Participant's Beneficiary the remaining Restoration Benefit, if any, which would otherwise be payable to the deceased Participant, in accordance with the method of distribution in effect on the date of the Participant's death.

5.4 **Single-Sum Payment**

Notwithstanding the provisions of this Article V to the contrary, if the present value of a Death Benefit payable under Paragraph 5.2 hereof is \$50,000 or less determined as of the date of the Participant's death, the Plan Committee shall distribute such amount to the Participant's surviving spouse or Beneficiary, as the case may be, in the form of a single-sum payment, and no additional benefits shall be payable under this Plan with respect to such Participant.

ARTICLE VI

RESTRICTIONS ON PAYMENT

6.1 Benefits Payable on Termination for Cause

Notwithstanding any other provision of this Plan to the contrary, if a Participant's employment with the Employer is terminated for Cause before his or her Benefit Commencement Date, the Participant's participation in this Plan shall be terminated and neither the Participant nor his or her Beneficiary shall be entitled to any form of benefit under this Plan.

For purposes of this Paragraph 6.1, the term "Cause" means that a Participant is found guilty (by a court of competent jurisdiction), pleads guilty or pleads nolo contendere to any act of fraud or dishonesty against the Employer.

6.2 Early Payments

Notwithstanding any provision of this Plan to the contrary, the Plan Committee may distribute or direct the trustee of any trust established pursuant to Paragraph 9.2 hereof to distribute to any Participant (or Beneficiary), in the form of an immediate single-sum payment, all or any portion of a Participant's Grandfathered Restoration Benefit if an Adverse Determination is made with respect to such Participant. For this purpose, the term "Adverse Determination" shall mean that, based upon Federal tax or revenue law, a published or private ruling or similar announcement issued by the Internal Revenue Service, a regulation issued by the Secretary of the Treasury, a decision by a court of competent jurisdiction, a closing agreement made under Section 7121 of the Code that is approved by the Internal Revenue Service and involves such Participant or a determination of counsel, a Participant has or will recognize income for Federal income tax purposes with respect to any amount that is or will be payable under this Plan before it is otherwise to be paid hereunder. In addition to the foregoing, the Plan Committee may direct the trustee of any trust established pursuant to Paragraph 9.2, hereof, to distribute to a Participant in a single-sum payment all or any portion of a Participant's Non-Grandfathered Restoration Benefit in the event of the occurrence of one or more of the following permissible accelerated distribution events under Treas. Reg. Section 1.409A-3(j)(4)(iii) (conflicts of interest), (j)(4)(vi) (payment of employment taxes), (j)(4)(vii) (payment upon income inclusion under Section 409A), (j)(4)(ix) (plan terminations and liquidation), (j)(4)(xi) (payment of state, local or foreign taxes), (j)(4)(xiii) (certain offsets) and (i)(4)(xiv) (bona fide disputes).

ARTICLE VII

PLAN ADMINISTRATION

7.1 Powers

This Plan and all matters related thereto shall be administered by the Plan Committee. The Plan Committee shall have the power and authority to interpret the provisions of this Plan and shall determine all questions arising under this Plan including, without limitation, all questions concerning administration, eligibility, and the amount of any benefit payable hereunder. In addition, the Plan Committee shall have the authority to prescribe, amend, and rescind rules and administrative procedures relating to the operation of this Plan, to instruct any trustee as to the

investment of any asset held for the purposes described in Paragraph 9.2 hereof, and to correct any defect, supply any omission or reconcile any inconsistency in this Plan.

Any determination by the Plan Committee need not be uniform as to all or any Participants hereunder. Any such determination shall be conclusive and binding on all persons.

7.2 Payments

The Plan Committee shall have the power and authority to determine the time, method, and amount of any distribution hereunder. The Plan Committee shall direct the trustee of any trust established pursuant to Paragraph 9.2 hereof, in writing, as to any such distribution or withdrawal. Any withdrawal on account of an early payment made in accordance with Article VI, hereof, shall be deemed to constitute an advance against the affected Participant's Restoration Benefit.

7.3 Delegation of Administrative Authority; Experts

The Plan Committee, in its sole discretion, may delegate such nondiscretionary, ministerial duties as it deems appropriate to the Corporate Human Resources Department of Whitney National Bank. When acting in accordance with such delegation (whether made orally or in writing) the Corporate Human Resources Department shall be deemed to possess the power and authority granted to the Plan Committee hereunder. The Plan Committee shall engage the services of such independent actuaries, accountants, attorneys and other administrative personnel as it deems necessary to administer the Plan.

ARTICLE VIII

PARTICIPANTS' RIGHTS

8.1 Spendthrift Provision

Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber any benefit or amount payable hereunder. No amount payable under this Plan shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debt, judgment, alimony or separate maintenance owed by a Participant or any other person. No amount payable under this Plan shall be transferable by operation of law in the event of a Participant's or other person's bankruptcy or insolvency.

8.2 Plan Not an Employment Agreement

This Plan shall not be deemed to constitute an employment agreement between the parties, nor shall any provision restrict the right of the Employer to discharge any Participant as an employee of the Employer.

8.3 Offset

If, at the time of any distribution hereunder, a Participant, his or her Beneficiary, or both are indebted to the Employer, then any distribution to be made to the Participant, his or her

Beneficiary or both, may, at the discretion of the Employer, be reduced by the amount of such indebtedness.

8.4 Obligation for Benefit Payments

Notwithstanding any provision of this Plan to the contrary, the payment of benefits under this Plan shall remain the obligation of the Employer. In the event the Employer designates a third-party as the payor of the benefits and the assets of such third-party are insufficient to meet the payment obligations of the Employer under this Plan, the Employer shall remain responsible for such deficiency.

8.5 Taxes

The Employer or any third-party payor shall withhold from the payment benefits hereunder any amount required to be withheld under applicable federal or state tax laws.

8.6 Employer's Protection

By commencing participation herein, each Participant shall be deemed to have agreed to cooperate with the Employer by furnishing any and all information reasonably requested by the Platt Committee in order to facilitate the funding or payment of benefits hereunder, including, without limitation, the taking of such physical examinations as the Employer or the Plan may deem necessary and taking such other action as may reasonably be requested by the Employer or the Plan Committee. If a Participant refuses to cooperate, is uninsurable or is insurable at other than standard rates, the Plan Committee, in its sole discretion, may determine that the Participant is ineligible to participate hereunder.

If insurance on the life of any Participant is obtained and such Participant commits suicide during the two-year period beginning on the date of his or her participation in this Plan or if a Participant hereunder makes any material misstatement of information or nondisclosure of medical history, the Plan Committee, in its sole discretion, may terminate the participation of any such Participant, without liability for benefit payments hereunder.

ARTICLE IX

MISCELLANEOUS

9.1 Termination of Plan

The Board of Directors of Whitney Holding Corporation shall have the right, at any time, to terminate this Plan, in whole or in part. The termination of this Plan shall not reduce any Restoration Benefit accrued as of the effective date of such termination, without the prior written consent of each affected Participant. Notwithstanding any provision of this Plan or the Retirement Plan to the contrary, the termination of this Plan shall cause the benefits payable hereunder to be fully vested and nonforfeitable as to any affected Participant. Further notwithstanding the foregoing, termination with respect to the portion of the Plan that includes the Non-Grandfathered Restoration Benefit must comply with the requirements of Treas. Reg. Section 1.409A-3(j)(4)(ix).

9.2 **Funding**

The Employer may establish a trust in connection with the adoption of this Plan. Each year during the continuance of this Plan, the Plan Committee may designate amounts to be added to the trust.

The property comprising the assets of any such trust, including any insurance policy on the life of a Participant purchased by any such trust or contributed to any such trust by the Employer, shall at all times remain the property of such trust. The trustee of any such trust shall distribute the assets comprising such trust in accordance with the provisions of this Plan and the trust agreement, all as instructed by the Plan Committee, but in no event shall such trustee distribute the assets of any such trust to or for the benefit of the Employer, except as provided in any applicable trust agreement.

No Participant or Beneficiary shall have the right to, or claim under or against, any insurance policy on the life of the Participant obtained by the Employer or any asset held in trust to help defray the cost incurred in providing benefits under this Plan. Any such policy or other property shall be, and remain, a general, unpledged asset of the Employer or the trust, as the case may be.

9.3 **Inurement**

This Plan shall be binding upon and shall insure to the benefit of the Employer and each Participant hereto and their respective heirs, executors, administrators, successors and assigns.

9.4 **Amendments and Modifications**

Except as specifically provided herein, this Plan may be changed or altered by written instrument signed by the Board of Directors of Whitney Holding Corporation; provided, however, that no such amendment or modification, shall reduce the amount of any Restoration Benefit accrued hereunder as of the date of any such amendment or modification without the prior written consent of each affected Participant.

9.5 **Governing Law**

This Plan is governed by the laws of the State of Louisiana, in all respects, including matters of construction, validity and performance.

Executed this 29 day of November, 2007, in multiple counterparts, each of which shall be deemed an original, to be effective as of the date first written above.

WITNESSES:

WHITNEY HOLDING CORPORATION

By: _____

Title: Chairman of the Board and
Chief Executive Officer

**WHITNEY HOLDING CORPORATION
EXECUTIVE INCENTIVE COMPENSATION PLAN
As Amended and Restated Effective as of January 1, 2008**

**SECTION 1
PURPOSE**

The purpose of the Executive Incentive Compensation Plan (the "Plan") of Whitney Holding Corporation (the "Corporation") is to optimize the profitability and growth of the Corporation and its Subsidiaries and motivate certain executives, senior managers, officers and other key employees of the Corporation and its Subsidiaries through the Award of incentive compensation based solely on the attainment of stated performance objectives for the Corporation. The Plan is intended, but not required, to provide qualified performance-based compensation in accordance with Section 162(m) of the Internal Revenue Code of 1986, as it may be amended from time to time, and the regulations promulgated thereunder ("Code Section 162(m)").

**SECTION 2
DEFINITIONS**

- 2.1 "Award" means an amount payable to a Participant based on the Corporation's satisfaction of certain Performance Goals established by the Committee with respect to a Plan Year, which shall be paid in cash, the payment of which may be deferred during the Election Period to a deferred compensation plan, if any, maintained by the Corporation in which the Participant is eligible to participate.
- 2.2 "Beneficiary" means the person, persons or entity designated by a Participant to receive an Award granted under the Plan after the Participant's death. Unless and until different procedures are established by the Committee, a Participant's Beneficiary for purposes of this Plan shall be the Participant's designated Beneficiary under the Corporation's Group Life Insurance Plan. If a Participant does not designate a Beneficiary or no Beneficiary survives the Participant, then such Participant's Beneficiary shall be his or her estate.
- 2.3 "Board" means the Board of Directors of the Corporation.
- 2.4 "Committee" means the Compensation and Human Resources Committee of the Board.
- 2.5 "Disability" or "Disabled" means that (a) a Participant is actually receiving benefits under a separate long-term disability plan maintained by the Corporation or a Subsidiary, or (b) if there is no such plan, a physical or mental infirmity that impairs the Participant's ability to perform substantially his or her duties for a period of at least 180 consecutive days. The Committee shall determine whether a Participant is or becomes Disabled.
- 2.6 "Election Period" means the period designated by Corporation's Corporate Human Resources Department each year, provided however, that such period shall end on or before the last business day of the calendar year prior to the performance year for which the Award applies.
- 2.7 "Participant" means an executive, senior manager, officer or other key employee designated by the Committee to participate in the Plan for any Plan Year.
- 2.8 "Performance Criteria" means the performance criteria listed in Section 5.2 from among which the Committee may set Performance Goals in each Plan Year.
- 2.9 "Performance Goals" means the performance goals established each Plan Year by the Committee from among the Performance Criteria listed in Section 5.2.
- 2.10 "Plan Year" means the calendar year.

2.11 “Retirement” means the date on which a Participant ceases to be employed by the Corporation or a Subsidiary, provided he or she (a) has completed not less than ten years of service with the Corporation and its Subsidiaries, (b) has attained age 55, and (c) is not terminated for Cause (as defined in an employment, severance or similar agreement between such Participant and the Corporation).

2.12 “Subsidiary” means any corporation of which the Corporation owns, directly or indirectly, more than 50% of the total combined voting power of all classes of stock.

2.13 “Target Maximum Award” has the meaning described in Section 5.3.

SECTION 3 ADMINISTRATION

3.1 Committee. The Plan shall be administered by the Committee.

3.2 Power and Authority. The Committee shall have the discretionary power and authority to administer the Plan, including

- (a) designate Participants for each Plan Year,
- (b) establish Performance Goals (and weightings for different Performance Goals) for each Plan Year,
- (c) establish Target Maximum Awards for Participants for each Plan Year,
- (d) determine whether and to what extent Performance Goals were achieved for each Plan Year,
- (e) reduce any Award, regardless of the achievement of Performance Goals, based on such factors as the Committee shall deem relevant, including without limitation, the Participant’s individual performance during the Plan Year,
- (f) establish, adopt or revise any rules and regulations as it may deem necessary or advisable to administer the Plan,
- (g) make all other decisions and determinations that may be required under the Plan or as the Committee deems necessary or advisable to administer the Plan, and
- (h) amend the Plan as provided herein.

Decisions, interpretations and actions of the Committee concerning matters related to the Plan shall be final and conclusive on the Corporation, its Subsidiaries and Participants. The Committee’s determinations under the Plan need not be uniform, and the Committee may make determinations selectively among the Participants who receive or are eligible to receive Awards, whether or not such Participants are similarly situated.

3.3 Hold Harmless. The Corporation shall indemnify and hold harmless the members of the Committee and individuals, including employees of the Corporation or a Subsidiary, performing services on behalf of the Committee, against any liability, cost or expense arising as a result of any claim asserted by any person or entity under the laws of any state or of the United States with respect to any action or failure to act of such individuals taken in connection with the Plan, except claims or liabilities arising on account of the willful misconduct or bad faith of any such individual.

SECTION 4 PARTICIPATION

4.1 Designation of Participants. The Committee may designate executives, senior managers, officers and other key employees of the Corporation or a Subsidiary to participate in the Plan. Participants may be designated individually or by groups or categories, at the discretion of the Committee. Participation in one Plan Year does not guarantee participation in a following Plan Year.

Participants shall ordinarily be designated by the Committee as of the fourth quarter of the Plan Year immediately preceding the Plan Year in which participation is to be effective, but in no event later than the last day of the first calendar quarter of the Plan Year in which participation is to be effective. The Committee, in its discretion, may designate for participation an employee of the Corporation who is hired during a Plan Year, with the participation of any such employee to commence as of the date of hire. When employees are chosen for

participation during the middle of a Plan Year, the Committee may pro-rate their Award based on the Participants' actual base earnings for the Plan Year or the number of days they participated in the Plan during the Plan Year. The Committee will notify or cause Participants to be notified of their eligibility to participate, and the terms thereof, in writing.

4.2 Effect of Termination of Employment.

(a) Death, Disability and Retirement. In the event of a Participant's termination of employment by reason of Death, Disability or Retirement during a Plan Year, a Participant shall be entitled to receive a pro-rata Award, based on multiplying the Participant's annual base salary times a percentage derived from the number of days the employee remained on payroll during the Plan Year divided by the number of days in a full year (365). Achievement of Performance Goals will be based on actual full-year performance. Awards in these situations will be calculated and paid after the end of the Plan Year, on the same date Awards are paid to other Participants. Amounts paid on behalf of a deceased Participant will be paid to the Participant's Beneficiary on the same date Awards are paid to other Participants.

(b) Other Terminations of Employment. In the event of a Participant's termination of employment during a Plan Year (or after the end of a Plan Year and before the Committee has approved the Award for such Plan Year) other than by reason of Death, Disability or Retirement, the Participant will forfeit any right to an Award for the Plan Year in which the Participant's termination of employment occurs. For terminations after the time the Committee approves the Awards for a Plan Year, but before payout of the Award from the Plan for such Plan Year, payout will be made as though the Participant's termination of employment had not occurred. Whether military, government or other service or other leave of absence shall constitute a termination of employment shall be determined in each case by the Committee at its discretion, and any determination by the Committee shall be final and conclusive. A termination of employment shall not occur in a circumstance in which a Participant transfers from the Corporation to one of its Subsidiaries, transfers from a Subsidiary to the Corporation, or transfers from one Subsidiary to another Subsidiary.

SECTION 5 DETERMINATION OF AWARDS

5.1 Plan Structure. Each Participant shall be eligible to receive an Award in connection with a particular Plan Year if the Corporation (or, for certain Participants, one or more Subsidiaries or divisions of the Corporation) meets or exceeds certain Performance Goals set by the Committee. Except as provided in Section 4.2(a), a Participant must be employed by the Corporation or one of its Subsidiaries on the date the Committee approves the Awards for the applicable Plan Year in order to be eligible to receive such Award.

5.2 Performance Criteria and Establishment of Performance Goals. Not later than ninety (90) days after the commencement of any Plan Year (or such other date as may be permitted or required by Code Section 162(m)), the Committee will establish in writing Performance Goals for Awards for such Plan Year based upon one or more of the following Performance Criteria, which may be expressed in terms of Corporation-wide objectives or in terms of objectives that relate to the performance of an affiliate or a division, region, department or function within the Corporation or a Subsidiary:

- (i) revenue growth,
- (ii) net income growth,
- (iii) price/earnings ratio,
- (iv) return on the Corporation's equity,
- (v) return on the Corporation's assets,
- (vi) earnings per share on our common stock,
- (vii) total shareholder return with respect to our common stock,
- (viii) improvement in attainment of efficiency levels at the Corporation or the bank,
- (ix) improvements in our credit quality, and
- (x) attainment of specific strategic business objectives.

Performance Goals with respect to the foregoing Performance Criteria may be specified in absolute terms, in percentages, or in terms of growth from period to period or growth rates over time, as well as measured relative to an established or specially-created performance index of Corporation competitors or peers. Any member of an index that disappears during a measurement period shall be disregarded for the entire measurement period. Performance Goals need not be based upon an increase or positive result under a business criterion and could include, for example, the maintenance of the status quo or the limitation of economic losses (measured, in each case, by reference to a specific business criterion).

At the time Performance Goals are established, the Committee may provide that any evaluation of performance may include or exclude any of the following events that occurs during a Plan Year: (a) asset write-downs, (b) litigation or claim judgments or settlements, (c) the effect of changes in tax laws, accounting principles, or other laws or provisions affecting reported results, (d) any reorganization and restructuring programs, (e) extraordinary nonrecurring items as described in Accounting Principles Board Opinion No. 30 and/or in management's discussion and analysis of financial condition and results of operations appearing in the Corporation's annual report to shareholders for the applicable year, (f) acquisitions or divestitures, and (g) foreign exchange gains and losses. To the extent such inclusions or exclusions affect Awards that are intended to meet the requirements of Code Section 162(m) for deductibility, they shall be prescribed in a form that complies with Code Section 162(m).

5.3 Establishment of Target Maximum Awards. At the time the Committee sets the Performance Goals for a particular Plan Year, it shall also set in writing the maximum amount (which may be expressed as a percentage of a Participant's base salary) that will be awarded to the Participant if the established Performance Goals are achieved (the "Target Maximum Award"). The Target Maximum Award percent will be communicated in writing to each Participant at the beginning of the performance period.

The Committee may, but is not required to, establish the weightings for each Participant for performance within any category of the Performance Goals. If established, the weightings would be expressed as a percent of the Target Maximum Award that can be earned by the Participant from performance in each category.

5.4 Percent of Target Maximum Award Earned. At the beginning of each Plan Year, the Committee may, but is not required to, identify the percents of Target Maximum Award that will be earned at various performance levels. For example, the Committee may establish separately for each category of performance (e.g., net income, earnings per share, return on assets, etc.) a level of "Expected," "Threshold," and "Outstanding" performance, and provide that a percent of Target Maximum Award will correspond to each level of performance, such as:

- Outstanding: 100%
- Expected: 80%
- Threshold: 50%
- Below Threshold: 0%

5.5 Attainment of Performance Goals. The determination of whether the Performance Goals have been attained shall (i) to the extent applicable, be based on financial results reflected in the Corporation's audited financial statements prepared in accordance with generally accepted accounting principles and reported upon by the Corporation's independent accountants, and (ii) be objective, so that a third party having knowledge of the relevant facts could determine whether such Performance Goals are met. Any payment of an Award shall be conditioned on the written certification of the Committee in each case that the Performance Goals and any other material conditions were satisfied. Awards that are intended to satisfy Section 162(m) may not be amended, nor may the Committee exercise any discretionary authority with respect to such Awards in any manner to waive the achievement of the applicable Performance Goal based on Performance Criteria or to increase the amount payable pursuant thereto or the value thereof, or otherwise in a manner that would cause the Award to cease to qualify for the exemption from Code Section 162(m).

5.6 Annual Limit. In no event shall any Participant receive an Award under the Plan in connection with any one Plan Year which exceeds \$2,000,000.

**SECTION 6
DISTRIBUTION OF AWARDS**

6.1 Form. Awards hereunder shall be paid in the form of cash.

6.2 Time of Award. Awards will be paid within thirty days after the Committee determines whether and to what extent performance objectives were achieved, but no later than March 15 next following the end of the Plan Year for which the Award, if any, was earned.

**SECTION 7
MISCELLANEOUS**

7.1 Transferability of Awards. No Award granted hereunder may be transferred, pledged, assigned, encumbered or otherwise disposed of by any Participant or Beneficiary, whether by operation of law or otherwise and whether voluntarily or involuntarily (except by will or the laws of descent and distribution) and neither the Committee nor the Corporation shall be required to recognize any attempted assignment of such rights by any Participant or Beneficiary.

7.2 Withholding. The Corporation shall have the right to withhold from any payment made under the Plan or to collect as a condition of payment, any taxes required by law to be withheld.

7.3 No Continued Employment. No Participant under the Plan shall have any right to continue in the employ of the Corporation or a Subsidiary for any period of time or to any right to continue his or her present or any other rate of compensation.

7.4 Amendment and Termination of the Plan. The Board of Directors of the Corporation or the Committee may amend or discontinue the Plan at any time. No such amendment or discontinuance shall, however, change or impair, without the consent of each affected Participant, an Award previously deferred by any such Participant or an Award previously conferred hereunder. The Board or the Committee may condition any amendment or modification on the approval of shareholders of the Corporation if such approval is necessary or deemed advisable with respect to tax, securities or other applicable laws, policies or regulations, including without limitation Code Section 162(m).

7.5 Governing Law. The Plan and any Award granted under the Plan shall be governed by the laws of the State of Louisiana.

7.6 Other Benefits. Awards granted to a Participant under the terms of the Plan shall not impair or otherwise reduce such Participant's compensation, life insurance or other benefits provided by the Corporation or its Subsidiaries.

7.7 Entire Agreement. The Plan and designation of any performance objectives hereunder constitute the entire agreement between each Participant and the Corporation or any of its Subsidiaries and are intended to supersede all prior written or oral understanding with respect to the subject matter of the Plan.

7.8 Invalidity. In the event that any one or more provisions of the Plan shall, for any reason, be held invalid, illegal or unenforceable in any manner, such invalidity, illegality or unenforceability shall not effect any other provision of the Plan.

7.9 Inurement. The Plan shall be binding upon and inure to the benefit of the Corporation, its Subsidiaries, and any Participant and their respective heirs, executors, administrators, successors, and assigns.

WHITNEY HOLDING CORPORATION

By: _____

Title: Chairman of the Board and
Chief Executive Officer

WHITNEY HOLDING CORPORATION
DEFERRED COMPENSATION PLAN

As Amended and Restated Effective as of January 1, 2008

**WHITNEY HOLDING CORPORATION
DEFERRED COMPENSATION PLAN**

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**WHITNEY HOLDING CORPORATION
DEFERRED COMPENSATION PLAN**

This Whitney Holding Corporation Deferred Compensation Plan (the "Plan") is adopted by Whitney Holding Corporation, a corporation organized and existing under the laws of the State of Louisiana, and shall be first effective as of the date of its adoption by the Compensation Committee of the Board of Directors. The Plan was subsequently last amended and restated effective as of January 1, 2008 in order to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and any ambiguity hereunder shall be interpreted in such a way as to comply, to the extent necessary, with Section 409A of the Code and the regulations thereunder.

ARTICLE I

PURPOSE

This Plan is intended to be an unfunded deferred compensation arrangement for the benefit of certain key management employees of Whitney Holding Corporation and its corporate subsidiaries within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As such, this Plan is not intended to constitute an employee benefit plan under ERISA which is subject to the provisions of Parts 2, 3 and 4 of Title I of ERISA. In accordance with such intent, any obligation of the Employer to pay benefits hereunder shall be deemed to be an unsecured promise, and any right of a Participant or Beneficiary to enforce such obligation shall be solely as a general creditor of the Employer. Further, the Plan is not intended to constitute a qualified employee benefit plan within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").

ARTICLE II

DEFINITIONS

The following words and phrases shall have the meanings and applications set forth below:

2.1 **Beneficiary.** The person, persons, entity or entities designated by a Participant, during On-Line Enrollment, to receive Death Benefits payable under the Plan. If no Beneficiary survives the Participant, such benefits shall be payable to the Participant's estate, and the estate shall be deemed to be the Beneficiary under this Plan. A Participant shall be entitled to amend the designation of a Beneficiary at any time, and any such amendment shall be effective when it is received by the Plan Committee.

2.2 **Benefit Commencement Date.** The date on which the payment of a Participant's Retirement Benefit under the Plan is paid or first commences. Such date will be designated by each Participant during the On-Line Enrollment process. If more than one Deferred Benefit Account is maintained for a Participant hereunder, a separate Benefit Commencement Date shall be designated with respect to each such account.

2.3 **Bonus.** The amount payable to a Participant, determined by the committee on an annual basis, under the Whitney Holding Corporation Executive Incentive Compensation Plan. The deferral of a Bonus hereunder shall be in lieu of any form of deferral permitted under the Whitney Holding Corporation Executive Incentive Compensation Plan.

2.4 **Change in Control.** Change in Control means that:

- a. Any "person," including any "group," determined in accordance with Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, becomes the beneficial owner, directly or indirectly, of securities of the Whitney Holding Corporation representing 20% or more of the combined voting power of the Holding Corporation's then outstanding securities, without the approval, recommendation, or support of the Board of Directors of the Whitney Holding Corporation as constituted immediately prior to such acquisition;
- b. The Federal Deposit Insurance Corporation or any other regulatory agency negotiates and implements a plan for the merger, transfer of assets and liabilities, reorganization, and/or liquidation of the Whitney National Bank;
- c. Either of the Whitney Holding Corporation or the Whitney National Bank is merged into another corporate entity or consolidated with one or more corporations, other than a wholly-owned subsidiary of the Whitney Holding Corporation;
- d. A change in the members of the Board of Directors of the Whitney Holding Corporation which results in the exclusion of a majority of the "continuing board." For this purpose, the term "continuing board" means the members of the Board of Directors of the Whitney Holding Corporation, determined as of the date on which this Plan is executed, and subsequent members of such board who are elected by or on the recommendation of a majority of such "continuing board"; or
- e. The sale or other disposition of all or substantially all of the stock or the assets of the Whitney National Bank or the Whitney Holding Corporation (or any successor corporation thereto).

The Plan Committee shall determine whether a Change in Control has occurred under this Paragraph 2.3. Notwithstanding the foregoing, in the event the Plan Committee determines that a Change in Control has occurred, the Plan shall be terminated in accordance with Section 11.3 in a manner that complies with Code Section 409A and the Final Regulations thereunder.

2.5 **Class Year.** Each calendar year. Notwithstanding the foregoing, the "2004 Class Year" includes all amounts deferred into the Plan in 2004 and in any calendar years prior to 2004.

2.6 **Compensation.** The base salary paid by the Employer to a Participant for services rendered during a calendar year, but determined before reduction for compensation deferred pursuant to this Plan or any other plan maintained by the Employer. For this purpose, "Compensation" shall not include the amount of any long-term disability benefit or any form of

retirement or deferred compensation payment distributed from a plan sponsored by the Employer.

2.7 **Deferral Election.** An election by a Participant to defer a specific amount or percentage of (a) Compensation, or (b) any Bonus, as the case may be, for each Class Year which election shall be made in writing in accordance with the provisions of Article IV hereof.

2.8 **Deferred Benefit Account.** An account maintained on the books of the Employer with respect to each Participant's Deferral Election. Each such account shall relate to deferrals made for each Class Year as designated by such Participant.

2.9 **Determination Date.** The last day of each Plan Year, and such other dates as may be designated, from time to time, by the Plan Committee.

2.10 **Disabled or Disability.** A Participant shall be deemed to be Disabled if the Participant (i) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 6 months under an accident and health plan covering employee's of the Employer, or (ii) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. The Plan Committee shall determine whether a Participant is Disabled according to the above criteria.

2.11 **Employer.** Whitney Holding Corporation, a corporation organized and existing under the laws of the State of Louisiana, and any corporate subsidiary of Whitney Holding Corporation.

2.12 **Employer Contributions.** The amount credited to a Participant's Deferred Benefit Account, if any, in accordance with Section 4.4 hereof for each Class Year.

2.13 **Enrollment Period.** The period designated by Employer's Corporate Human Resource Department each year, provided however, that such period shall end on or before the last business day of each year.

2.14 **Financial Hardship.** The occurrence of a severe financial hardship resulting from extraordinary and unforeseeable circumstances beyond the control of a Participant, including a Disability. Any distribution for Hardship shall be limited to amounts in a Participant's Grandfathered Account.

2.15 **Grandfathered Account.** The value of the Deferred Benefit Account of each Participant on December 31, 2004 including (i) the amount of any Employer Contribution for 2004, if any, even if such amount had not been credited to a Participant's Deferred Benefit Account as of December 31, 2004, and (ii) any earnings accruing to the Participant's Grandfathered Account. For purposes of this Plan, no part of the Participant's Grandfathered Deferred Benefit Account shall be subject to Code Section 409A, including the 6 month delay for payments to Specified Employees under Section 6.2 of this Plan. For purposes of this Plan, the "Non-Grandfathered Account" shall equal the Participant's Deferred Benefit Account

balance on the date of the Participant's Termination of Employment, minus the amount of the Participant's Grandfathered Account. The Non-Grandfathered Account shall be subject to Code Section 409A.

2.16 **Interest Earnings Rate.** The interest rate designated, from time to time, by the Plan Committee in accordance with Article V hereof. The initial Interest Earnings Rate shall be two percentage points greater than the monthly average of the Moody's Corporate Bond Yield Average - Monthly Average Corporate, as published by Moody's Investor's Service, Inc. or a successor thereto.

2.17 **On-Line Enrollment.** The annual process completed by each Participant using Fidelity Investment's Net-Benefits internet site which allows a Participant to electronically provide for the deferral of Compensation or Bonus amounts under this Plan, the designation of a Benefit Commencement Date for each Class Year, the election of the form of benefit payment for each Class Year, and the designation of a Beneficiary using the electronic format provided by Net Benefits.

2.18 **Participant.** An executive or officer of the Employer who is eligible and elects to participate in this Plan in accordance with Article III.

2.19 **Plan Committee.** The Plan Committee is the administrator of this Plan, the members of which are the members of the Compensation and Human Resource Committee of the Board of Directors of the Whitney Holding Corporation.

2.20 **Plan Year.** The twelve-month period beginning each January 1st and ending each December 31st; the first Plan Year shall be a short period commencing as of the date on which this Plan is adopted by the Board of Directors of Whitney Holding Corporation and ending as of December 31, 1993.

2.21 **Retirement Date.** The date the Participant reaches age 65.

2.22 **Savings Plus Plan.** A qualified employee benefit plan maintained by Whitney National Bank known as the Whitney National Bank Savings Plus Plan, last amended and restated as of January 1, 2004.

2.23 **Specified Employee.** A Participant who falls within the meaning of such term in Code Section 409A and the final regulations thereunder ("Final 409A Regulations"), provided, however, that as permitted in the Final 409A Regulations, the Employer's Specified Employees and its application of the six-month delay rule of Code Section 409A(a)(2)(B)(i) shall be determined in accordance with a policy adopted by the Compensation and Human Resource Committee of the Board of Directors, which shall be applied consistently with respect to all nonqualified deferred compensation arrangements of the Employer, including this Plan.

2.24 **Termination of Employment.** A separation from service under Code Section 409A and the Final 409A Regulations.

2.25 **Unforeseeable Emergency.** A severe financial hardship of the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's

Beneficiary or a dependent (as defined in Section 152 of the Code without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)), loss of the Participant's property due to casualty (including the need to rebuild a home not otherwise covered by insurance), or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Except as otherwise provided herein, the purchase of a home and the payment of college tuition are not unforeseeable emergencies. Any distribution for an Unforeseeable Emergency shall be limited to amounts in a Participant's Non-Grandfathered Account.

2.26 **Other Definitions.** The terms "Retirement Benefit," "Retirement Date," "Termination Benefit," and "Death Benefit" shall have the respective meanings set forth below.

ARTICLE III

ELIGIBILITY AND PARTICIPATION

3.1 **Conditions of Eligibility.** Eligibility to become a Participant in this Plan shall be determined by the Plan Committee, in its sole discretion, from time to time. Participants hereunder shall be executives or officers of the Employer, who may be designated individually or by groups or categories, in the discretion of the Plan Committee. Any such determination shall be conclusive and binding upon all persons.

3.2 **Participation.** The Employer or the Plan Committee, as the case may be, shall notify each executive or officer of his or her eligibility to participate in this Plan. Eligible executives or officers may elect to participate in this Plan by completing the On-Line Enrollment process during the Enrollment Period. The initial Enrollment Period for an individual who is newly employed by the Employer is the period beginning on his or her first day of employment and ending 30 days after the initial date of employment.

3.3 **No Effect on Other Benefits.** Any other compensation paid or benefits provided to a Participant shall be in addition to and not in lieu of the benefits provided to such Participant under this Plan. Except as otherwise provided herein, nothing in this Plan shall be construed as limiting, varying or reducing the provision of any benefit available to a Participant, such Participant's estate or Beneficiary pursuant to any employment agreement, retirement plan, including any qualified pension or profit-sharing plan, health, disability or life insurance plan or any other form of agreement or arrangement between the Employer and a Participant.

ARTICLE IV

COMPENSATION DEFERRALS AND OTHER CONTRIBUTIONS

4.1 **Limitations on Compensation Deferrals.** The Plan Committee, in its discretion, may limit the amount of Compensation deferred by any Participant hereunder. The Plan Committee shall notify all Participants, in writing, of any such limitation. Any such limitation shall be effective as of the effective date hereof and thereafter as of the January 1st which coincides with or immediately follows the date on which any such limitation is adopted by the Plan Committee.

4.2 **Deferral of Compensation or Bonus.** The Employer shall defer from the Compensation or Bonus otherwise payable to a Participant the amount, if any, specified by such Participant. A Participant who wishes to defer compensation must irrevocably elect to do so

during the applicable Enrollment Period for the next Class Year. The Enrollment Period shall end prior to the first day of the service year with respect to the applicable deferrable amount. The "service year" is the Participant's taxable year in which the services related to the deferrable amount will be performed by the Participant. Elections shall be made annually for each Class Year.

After the initial Plan Year hereunder, a Participant is required to complete the On-Line Enrollment process for each succeeding Class Year. Any such Deferral Elections made during the Enrollment Period shall apply solely to Compensation payable or to a Bonus earned after January 1st of the immediately following Class Year.

4.3 **Employer Contributions.** The Employer, in its discretion, may allocate to a Deferred Benefit Account hereunder contributions made on behalf of one or more Participants. Any such allocation shall be subject to the following rules:

- a. Amount. The Plan Committee, in its sole discretion, shall determine the amount of any such contribution. Any such contribution need not be uniform with respect to all Participants hereunder, but may be made with respect to any Participant or group of Participants designated by the Plan Committee.
- b. Allocation. The amount of any such contribution shall be allocated to the Deferred Benefit Account of each affected Participant in accordance with the instructions of the Plan Committee, as a matching contribution or otherwise. Any such allocation shall be made with respect to the calendar year in which the contributions were declared.

4.4 **Deferred Benefit Accounts.** The amount of Compensation deferred under each Deferral Election for each Class Year shall be credited by the Employer to a Deferred Benefit Account established for the Participant with respect to such election. Compensation deferred under this Plan prior to January 1, 2005 shall be part of a Participant's Grandfathered Account and 2004 Class Year.

Each Deferred Benefit Account shall be credited with amounts deferred by the Participant for a separate Class Year. Each such Participant may:

- a. Beneficiary. Designate a separate Beneficiary with respect to each such account; and
- b. Time and Method of Payment. Designate separately the time and method of payment with respect to each such account.

Once a deferral hereunder is credited to a specific Deferred Benefit Account, in no event shall such deferral (or earnings or losses allocated thereto) be allocated to another Deferred Benefit Account maintained for the same Participant hereunder.

ARTICLE V

MAINTENANCE OF DEFERRED BENEFIT ACCOUNTS

5.1 **Status of Accounts.** A Deferred Benefit Account established in accordance with the terms of this Plan shall be a bookkeeping entry only. The establishment and maintenance of any such account in accordance with the terms of this Plan shall not be deemed to constitute a trust, create any other form of fiduciary relationship between the Employer and any Participant or Beneficiary or otherwise create, for the benefit of any Participant or Beneficiary, an ownership interest in or expectation of any specific asset of the Employer.

5.2 **Investment Policy.** The Plan Committee shall direct the investment of amounts credited to accounts hereunder. Such direction may provide for the aggregation of all accounts or for the investment of such accounts in accordance with the instructions of each Participant. Such determination shall be made in the sole discretion of the Plan Committee and need not be uniform as to all Deferred Benefit Accounts maintained hereunder.

If the Plan Committee permits a Participant to specify the manner in which his or her accounts are to be invested, such specifications shall be deemed to be advisory only and shall not bind the Employer or the Plan Committee to acquire any specific property or to invest the assets of any trust (as contemplated under Paragraph 11.2 hereof) in accordance with such specifications; instead, such specifications shall be deemed to establish the amount of gain or loss to be allocated to each affected Participant's Deferred Benefit Account or Accounts hereunder.

5.3 **Investment of Accounts.** If the Plan Committee determines that the accounts shall be aggregated for investment purposes, the Plan Committee shall confer on the trustee of any trust established in accordance with Paragraph 11.2 hereof, or an investment manager appointed by the Plan Committee, discretionary authority and control over the investment of such accounts or shall direct the investment of accounts.

If the Plan Committee permits Participants to specify investments, such accounts may be invested in the types of property, including open or closed end mutual funds, common or collective funds or other pooled or collective accounts, as may be designated, from time to time, by the Plan Committee, which property shall include at least the following investment options:

- a. An equity fund, which fund shall consist primarily of shares of common or preferred stock other than securities issued by the Employer;
- b. An international fund, which fund shall consist primarily of shares of publicly traded mutual funds that invest primarily in securities of companies located in the Americas (other than U.S.), the Far East, the Pacific rim and Western Europe;
- c. A fixed income fund, which fund shall consist primarily of interest-bearing securities issued by the United States government or agencies thereof, or similar securities issued by corporations other than the Employer, with varying maturity dates; and

- d. A money market fund, which fund shall consist primarily of money market obligations issued by financial institutions, corporations and the United States government.

The Plan Committee shall, in its discretion, adopt from time to time rules governing the investment of accounts hereunder, including, without limitation, (a) the increments in which investment specifications shall be expressed, (b) the times at which changes can be made, (c) distinctions between the investment of prospective contributions and existing account balances, and (d) such other procedures as the Plan Committee may determine are necessary or appropriate. Such procedures need not be uniform as to all Participants in this Plan.

If a Participant ceases to be an Employee of the Employer for any reason, the Plan Committee, in its sole discretion, may direct that such Participant's accounts be invested in one or more investment options designated by such committee or may permit such Participant or Beneficiary to continue to specify the investments in which his or her accounts are deemed to be invested. Such determination shall be made in the sole discretion of the committee and need not be uniform as to all Participants in the Plan.

5.4 **Interest Earnings Rate.** In addition to the investment options made available under Paragraph 5.3 hereof, the Plan Committee may, in its discretion, make available to all or any Participant hereunder an investment option which provides for the crediting of a rate of interest in an amount equal to the Interest Earnings Rate, as the same may be adjusted from time to time. The Plan Committee, in its sole discretion, shall adopt uniform procedures with respect to the crediting and compounding of such rate.

The Plan Committee, in its sole discretion, shall have the power and authority to determine the Interest Earnings Rate payable hereunder, from time to time, which may be fixed or variable. Any such determination shall be made, in writing, and shall be effective as of the January 1st which coincides with or immediately follows the date on which such determination is made.

5.5 **Liability for Deferred Benefit Account.** If designated by the Plan Committee, each Participant shall have exclusive responsibility for and control over the gain or loss deemed to be derived from the investment of amounts allocated to his or her accounts. Neither the Board of Directors, the Employer nor the Plan Committee shall have any duty, responsibility or right to question a Participant's investment specifications with respect to his or her accounts. Neither the Board of Directors, the Employer nor the Plan Committee shall be responsible for any loss which may result from a Participant's exercise of control over the investment of his or her Deferred Benefit Accounts.

5.6 **Valuation of Accounts.** At least as frequently as each Determination Date, any gain or loss attributable to each Participant's investment specifications, any charge or expense to be paid by any Participant, and any distributions or withdrawals, all determined since the immediately preceding Determination Date, shall be allocated or charged against each Participant's accounts. For this purpose, gain or loss shall be computed as if each such account was actually invested in accordance with the instructions of each Participant.

5.7 **Valuation Notice.** At least as frequently as each Determination Date, the Plan Committee shall furnish each Participant, or make available to each Participant electronically at a designated web site, with a valuation notice which includes the amounts credited to the Participant's account maintained under the Plan and the earnings or losses allocated to such account.

ARTICLE VI

RETIREMENT BENEFITS

6.1 **Special Definitions.** For purposes of this Article VI, the following words shall have the meanings set forth below:

- a. Retirement Benefit means a benefit payable to a Participant in accordance with this Article VI.
- b. Retirement Date means the date the Participant attains age 65.

6.2 **Time of Payment.** A Participant's Retirement Benefit shall be payable as of the first day of the second calendar month immediately following the Benefit Commencement Date designated by such Participant for each Class Year subject to the provisions of subparagraphs (a) and (b). Such designation shall be made during the On-Line Enrollment Process and shall be irrevocable except as otherwise provided in Section 6.4. Subparagraphs (a) and (b) shall not apply if the Benefit Commencement Date elected by the Participant during the On-Line Enrollment process is a specified payment date (i.e., the date the Participant attains a designated age (between 55 and 70)).

- a. If a Participant is a Specified Employee on the date of his or her Termination of Employment from the Employer, and payment is due from this Plan on account of Termination of Employment (but not death or Disability) and payment is due in a lump sum, the Participant's right to receive such payment will be delayed until the earlier of the Participant's death or the first day of the seventh month following the Participant's Termination of Employment. This Section 6.2a shall not apply to any portion of the Participant's Grandfathered Account.
- b. If a Participant is a Specified Employee on the date of his or her Termination of Employment from the Employer, and payment (s) are due from this Plan on account of Termination of Employment (but not death or Disability) and payments are due in annual installments, the Participant's right to begin to receive the first annual installment will be delayed until the earlier of the Participant's death or the first day of the seventh month following the Participant's Termination of Employment whereupon the initial installment payment will be paid and distributed to the Participant (without interest) and the normal payment schedule for the remaining annual installment payments will resume. This Section 6.2b shall not apply to any portion of the Participant's Grandfathered Account.

6.3 **Disability Benefit.** In the event of Disability, the Employer shall pay to the Participant the benefit described in this Section 6.3 in lieu of any other benefit under this Plan.

- a. The benefit under this Section 6.3 is the amount credited to a Participant's Deferred Benefits Accounts as of the Participant's Disability determination date.
- b. The Employer shall pay the benefit to the Participant in the form elected by the Participant during the On-Line Enrollment process for each Class Year commencing on the first business day of the month following the month which includes the Participant's Disability determination date.

6.4 **Special Payment Election Rules.** The timing of a distribution of a Participant's Non-Grandfathered Account may not be accelerated, except in the event of an Unforeseeable Emergency or other permissible acceleration or distribution under Treas. Reg. Section 1.409A-3(j)(4)(iii) (conflicts of interest), (j)(4)(vi) (payment of employment taxes), (j)(4)(vii) (payment upon income inclusion under Section 409A), (j)(4)(ix) (plan terminations and liquidation), (j)(4)(xi) (payment of state, local or foreign taxes), (j)(4)(xiii) (certain offsets) and (i)(4)(xiv) (bona fide disputes). Any change which delays the timing of distributions or changes the form of distributions from a Participant's Non-Grandfathered Account may only be made if the following requirements are met:

- a. Any election to change the time and form of distribution may not take effect until at least 12 months after the date on which the election is made;
- b. Other than in the event of death, the first payment with respect to such election must be deferred for a period of at least 5 years from the date such payment otherwise would have been made; and
- c. Any election related to a change in the payment date must be executed at least 12 months prior to the date on which the payment being changed was scheduled to begin.

6.5 **Determination of Retirement Benefit.** A Participant's Retirement Benefit shall equal the amount credited to such Participant's affected Deferred Benefit Account(s) as of the last day of the calendar month immediately preceding such Participant's Benefit Commencement Date, increased to reflect the principal amount of any deferral since such date, if any. The Plan Committee shall determine the amount of the Retirement Benefit in accordance with the guidelines set forth hereunder in this Section 6.5; any such determination shall be conclusive and binding on all Participants hereunder.

6.6 **Form of Retirement Benefit.** With respect to any Deferred Benefit Account, a Retirement Benefit shall be payable in accordance with the Participant's election during On-Line Enrollment in the form of:

- a. Substantially equal annual installment payments for 5 consecutive years;
- b. Substantially equal annual installment payments for 10 consecutive years;
- c. Substantially equal annual installment payments for 15 consecutive years; or
- d. A single-sum payment.

If no election is received by the Plan Committee for a Class Year, or if a Participant's election cannot be administered, such Participant's Retirement Benefit shall be distributed in the form of a single-sum payment. For purposes of this Plan, a Participant's right to a series of installment payments, as elected during On-Line Enrollment is treated as the right to separately identified payments. If a Participant elects installment payments in accordance with subparagraphs (a) – (c) of this Paragraph 6.6 or otherwise, the initial payment shall be made in accordance with Paragraph 6.2 hereof. Thereafter, each annual installment payment shall be made as of each February 1st.

6.7 **Cash Out of Small Benefits.** Notwithstanding Section 6.2, if the value of a Participant's Retirement Benefit as to any Deferred Benefit Account is \$50,000 or less (taking into account all Deferred Benefit Accounts maintained for a Participant) on the date of the Participant's Termination of Employment, the Plan Committee shall distribute such amount to the Participant in the form of an immediate single-sum payment no later than sixty days following the Participant's Termination of Employment. Notwithstanding the foregoing, if the Participant is a Specified Employee on the date of his Termination of Employment, the Plan Committee shall distribute the amount payable to the Participant from his Non-Grandfathered Account on the first day of the seventh month following his Termination of Employment. No additional benefit shall be payable with respect to such account under this Plan.

ARTICLE VII

DEATH BENEFITS

7.1 **Special Definition.** The term Death Benefit shall mean a benefit payable in accordance with this Article VII. Such benefit shall be payable in lieu of, and not in addition to, any Retirement Benefit otherwise payable under the Plan.

7.2 **Participant's Death Before Benefit Commencement Date.** If a Participant dies before his or her Benefit Commencement Date, a Death Benefit shall be distributed to his or her Beneficiary in accordance with the provisions of this Paragraph 7.2.

- a. **Amount.** The amount of the Death Benefit shall equal the aggregate amount of such Participant's Deferred Benefit Accounts, determined as of the last day of the calendar month preceding the date of the Participant's date of death, increased by the principal amount of deferrals, if any, made since such last day.
- b. **Form.** A Death Benefit payable under this Paragraph 7.2 shall automatically, be distributed to the Participant's Beneficiary in the form of a single-sum payment no later than 90 days following the Participant's date of death.

7.3 **Participant's Death After Benefit Commencement Date.** Except as provided in Paragraph 7.5 hereof, if a Participant dies after his or her Benefit Commencement Date, the Employer shall pay to the Participant's Beneficiary the remaining Retirement Benefit which would otherwise be payable to the deceased Participant, determined in accordance with the terms of his or her election.

7.4 **Death of Beneficiary.** In the event of the death of a Beneficiary to whom a Death Benefit is payable, the remaining Death Benefit to which such Beneficiary was entitled at

the time of such Beneficiary's death, if any, shall be payable to the beneficiary or beneficiaries designated in writing by such Beneficiary on a form submitted by such Beneficiary to the Plan Committee (or such benefits shall be payable to the Beneficiary's estate if the Beneficiary fails to designate a beneficiary or beneficiaries).

7.5 **Single-Sum Payment.** If the value of a Death Benefit is \$50,000 or less (taking into account all Deferred Benefit Accounts maintained for a deceased Participant), the Plan Committee shall distribute such amount to the Participant's Beneficiary in the form of a single-sum payment, and no additional benefits shall be payable under this Plan with respect to such Participant.

ARTICLE VIII

HARDSHIP AND OTHER BENEFITS

8.1 **Withdrawals on Account of Financial Hardship or Unforeseeable Emergency.** If a Participant experiences a Financial Hardship, such Participant may request the Plan Committee to approve the withdrawal of all or a portion of his or her Deferred Benefit Accounts in the form of an immediate single-sum payment, subject to the limitations set forth in this Paragraph 8.1.

- a. Limitations. Withdrawals for a Financial Hardship shall be limited to amounts in a Participant's Grandfathered Account and withdrawals for an Unforeseeable Emergency shall be limited to amounts in a Participant's Non-Grandfathered Account.
- b. Request. A request for withdrawal for either a Financial Hardship or Unforeseeable Emergency shall be made in writing and shall set forth the circumstances surrounding the Financial Hardship or Unforeseeable Emergency. As a condition of and part of such request, the Participant shall provide to the Plan Committee his or her written representation that (i) the Financial Hardship or Unforeseeable Emergency cannot be relieved by insurance or other reimbursement reasonably available to the Participant, (ii) the Financial Hardship or Unforeseeable Emergency can only be relieved by liquidation of the Participant's assets (other than liquid assets) and any such liquidation would itself result in severe damage or injury to the Participant, and (iii) the Participant has no reasonable borrowing capacity to relieve the Financial Hardship or Unforeseeable Emergency. The Plan Committee shall be entitled to request such additional information as may be reasonably required to determine whether a Financial Hardship exists and the amount of the Financial Hardship or Unforeseeable Emergency and to establish additional conditions precedent to the review or granting of a request for a withdrawal on account of a Financial Hardship or Unforeseeable Emergency.
- c. Amount. If the Plan Committee determines that a Financial Hardship or Unforeseeable Emergency exists, the Plan Committee may authorize the

immediate distribution of an amount required to meet the financial need created by such Financial Hardship or Unforeseeable Emergency, including any taxes payable on account of such distribution.

- d. Benefit Reduction. Notwithstanding any provision of this Plan to the contrary, the principal amount of a withdrawal on account of a Financial Hardship or Unforeseeable Emergency shall reduce the amount credited to a Participant's Deferred Benefit Accounts. Such reduction shall be made pro rata from each such account. Notwithstanding the foregoing, distributions on account of a Financial Hardship shall reduce the amount credited to a Participant's Grandfathered Account and distributions on account of an Unforeseeable Emergency shall reduce the amount credited to a Participant's Non-Grandfathered Account.
- e. Cessation of Current Deferral. The Plan Committee shall require, as a condition of any withdrawal on account of a Financial Hardship or Unforeseeable Emergency, the termination of any Deferral Election as to any Compensation with respect to which services have not yet been performed. In no event shall the affected Participant be entitled to commence a new Deferral Election until the January 1st immediately following the year in which such cessation of a deferral occurs.
- f. Administration. The Plan Committee shall establish such additional rules as may be reasonably required to administer the withdrawal of amounts under this Paragraph 8.1. Such rules may include, but shall not be limited to, the imposition of additional conditions precedent to the withdrawal, the determination of the amount of any Financial Hardship or Unforeseeable Emergency, the determination of the amount of any benefit reduction, and the disposition of any terminated Deferral Election under Paragraph 8.1d, hereof. The determination by the Plan Committee as to all matters pertaining to a Financial Hardship or Unforeseeable Emergency shall be final and binding upon all affected Participants and Beneficiaries.

8.2 **Benefit Payable on Termination for Cause.** Notwithstanding any other provision of this Plan to the contrary, if a Participant's employment with the Employer is terminated for cause before his or her Benefit Commencement Date, the Participant's participation in this Plan shall be terminated and the Participant shall not be entitled to any form of benefit under the Plan; provided, however, that the Participant (or the Participant's Beneficiary) shall be paid the principal amount of such Participant's Grandfathered Account deferred hereunder (but not Employer Contributions or the earnings thereon), as soon as practicable after such termination. Notwithstanding the foregoing, the principal amount of such Participant's Non-Grandfathered Account deferred hereunder will be distributed in accordance with the applicable provisions of Article 6 of this Plan.

For purposes of this Paragraph 8.2, the term "cause" means that a Participant is found guilty (by a court of competent jurisdiction), pleads guilty or pleads nolo contendere to any act of fraud or dishonesty against the Employer.

8.3 **Early Payments.** Notwithstanding any provision of this Plan to the contrary, the Plan Committee may direct the trustee of any trust established pursuant to Paragraph 11.2, hereof, to distribute to any Participant (or Beneficiary) in the form of an immediate single-sum payment all or any portion of the amount then credited to a Participant's affected Grandfathered Account, as the case may be, if an adverse determination is made with respect to such Participant. For this purpose, the term adverse determination shall mean that, based upon Federal tax or revenue law, a published or private ruling or similar announcement issued by the Internal Revenue Service, a regulation issued by the Secretary of the Treasury, a decision by a court of competent jurisdiction, a closing agreement made under Section 7121 of the Code that is approved by the Internal Revenue Service and involves such Participant or a determination of counsel, a Participant has or will recognize income for Federal income tax purposes with respect to any amount that is or will be payable under this Plan from his or her Grandfathered Account before it is otherwise to be paid hereunder. Notwithstanding the foregoing, the Plan Committee may direct the trustee of any trust established pursuant to Paragraph 11.2, hereof, to distribute to a Participant in a single-sum payment the amount credited to a Participant's Non-Grandfathered Account following the occurrence of one or more of the following permissible accelerated distribution events under Treas. Reg. Section 1.409A-3(j)(4)(iii) (conflicts of interest), (j)(4)(vi) (payment of employment taxes), (j)(4)(vii) (payment upon income inclusion under Section 409A), (j)(4)(ix) (plan terminations and liquidation), (j)(4)(xi) (payment of state, local or foreign taxes), (j)(4)(xiii) (certain offsets) and (i)(4)(xiv) (bona fide disputes).

ARTICLE IX

PLAN ADMINISTRATION

9.1 **Powers.** This Plan and all matters related thereto shall be administered by the Plan Committee. The Plan Committee shall have the power and authority to interpret the provisions of this Plan and shall determine all questions arising under this Plan including, without limitation, all questions concerning administration and eligibility. In addition, the Plan Committee shall have the authority to prescribe, amend and rescind rules and administrative procedures relating to the operation of this Plan, to instruct any trustee as to the investment of any asset held for the purposes described in Paragraph 11.2, hereof, and to correct any defect, supply any omission or reconcile any inconsistency in this Plan.

Any determination by the Plan Committee need not be uniform as to all or any Participants hereunder. Any such determination shall be conclusive and binding on all persons. The Plan Committee shall engage the services of such independent actuaries, accountants, attorneys and other administrative personnel as it deems necessary to administer the Plan.

9.2 **Payments.** The Plan Committee shall have the power and authority to determine the time and amount of any distribution or withdrawal hereunder. The Plan Committee shall direct the trustee of any trust established pursuant to Paragraph 11.2, hereof, in writing, as to any such distribution or withdrawal. Any withdrawal on account of a Financial Hardship, Unforeseeable Emergency or early payment made in accordance with Article VIII, hereof, shall be deemed to constitute an advance against the affected Participant's Retirement Benefit.

9.3 **Delegation of Administrative Authority.** The Plan Committee, in its sole discretion, may delegate such nondiscretionary, ministerial duties as it deems appropriate to the

Corporate Human Resources Department of Whitney National Bank. When acting in accordance with such delegation (whether made orally or in writing) the Corporate Human Resources Department shall be deemed to possess the power and authority granted to the Plan Committee hereunder.

ARTICLE X

PARTICIPANTS' RIGHTS

10.1 **Spendthrift Provision.** Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber any amount payable hereunder. No amount payable under this Plan shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debt, judgment, alimony or separate maintenance owed by a Participant or any other person. No amount payable under this Plan shall be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency.

10.2 **Plan Not an Employment Agreement.** This Plan shall not be deemed to constitute an employment agreement between the parties, nor shall any provision restrict the right of the Employer to discharge any Participant as an employee of the Employer.

10.3 **Offset.** If, at the time of any distribution hereunder, a Participant, his or her Beneficiary, or both are indebted to the Employer, then any distribution to be made to the Participant, his or her Beneficiary or both, may, at the discretion of the Employer, be reduced by the amount of such indebtedness.

10.4 **Obligation for Benefit Payments.** Notwithstanding any provision of this Plan to the contrary, the payment of benefits under this Plan shall remain the obligation of the Employer. In the event the Employer designates a third-party as the payor of the benefits and the assets of such third-party are insufficient to meet the payment obligations of the Employer under this Plan, the Employer shall remain responsible for such deficiency.

10.5 **Taxes.** The Employer or any third-party payor shall withhold from the payment benefits hereunder any amount required to be withheld under applicable federal or state tax laws.

10.6 **Employer's Protection.** By completion of the On-Line Enrollment process each Participant shall be deemed to have agreed to cooperate with the Employer by furnishing any and all information reasonably requested by the Plan Committee in order to facilitate the payment of benefits hereunder, including, without limitation, the taking of such physical examinations as the Employer or the Plan may deem necessary and taking such other action as may reasonably be requested by the Employer or the Plan Committee. If a Participant refuses to cooperate, is uninsurable or is insurable at other than standard rates, the Plan Committee, in its sole discretion, may determine that the Participant is ineligible to participate hereunder. Upon any such termination, the Participant shall be entitled to the return of the principal amount of his or her deferrals hereunder from his Grandfathered Account, whether attributable to Compensation, a Bonus or Employer Contributions.

If insurance on the life of any Participant is obtained and such Participant commits suicide during the two-year period beginning on the date of his or her participation in this Plan or if a Participant hereunder makes any material misstatement of information or nondisclosure of medical history, the Plan Committee, in its sole discretion, may terminate the participation of any such Participant hereunder. Upon any such termination, the Participant shall be entitled to the return of the principal amount of his or her deferrals hereunder, whether attributable to Compensation, a Bonus or Employer Contributions from the Participant's Grandfathered Account. Amounts deferred hereunder that are attributable to a Participant's Non-Grandfathered Account shall be paid on the Benefit Commencement Date elected by the Participant during the On-Line Enrollment process except in the event of the Participant's death or Disability.

ARTICLE XI

MISCELLANEOUS

11.1 **Termination of Plan.** The Board of Directors of Whitney Holding Corporation, upon written notice to all Participants and the Plan Committee, shall have the right, at any time, to terminate this Plan. Notwithstanding the foregoing, termination with respect to the portion of the Plan that includes the Non-Grandfathered Accounts must comply with the requirements of Treas. Reg. Section 1.409A-3(j)(4) (ix). Such termination shall become effective when authorized by the Board of Directors of the Whitney Holding Corporation and when written notice is given to all Participants.

Upon the termination of this Plan, each Participant shall receive a benefit (a "Termination Benefit") payable in accordance with the provisions of this Paragraph 11.1.

- a. Amount. The amount of such Termination Benefit shall equal the total amount credited to a Participant's Deferred Benefit Accounts, determined as of the date of termination.
- b. Distribution. A Termination Benefit hereunder shall be distributed no later than 60 days after receipt by the Plan Committee of notice of termination.
- c. Effect on Other Benefits. A Termination Benefit payable under this Paragraph 11.1 shall be in lieu of, and not in addition to, any other benefit payable to a Participant or his or her Beneficiary under the Plan.

11.2 **Funding.** The Employer may establish a trust in connection with the adoption of this Plan. Each year during the continuance of this Plan, the Plan Committee may designate amounts to be added to the trust.

The property comprising the assets of any such trust, including any insurance policy on the life of a Participant purchased by any such trust or contributed to any such trust by the Employer, shall at all times remain the property of such trust. The trustee of any such trust shall distribute the assets comprising such trust in accordance with the provisions of this Plan and the trust agreement, all as instructed by the Plan Committee, but in no event shall such trustee distribute the assets of any such trust to or for the benefit of the Employer, except as provided in any applicable trust agreement.

No Participant or Beneficiary shall have any right to, or claim under or against, any insurance policy on the life of the Participant obtained by the Employer or any asset held in trust to help defray the cost incurred in providing benefits under this Plan. Any such policy or other property shall be, and remain, a general, unpledged asset of the Employer or the trust, as the case may be.

11.3 **Change in Control.** Upon the occurrence of a Change in Control, as determined by the Plan Committee, this Plan shall be deemed to have been irrevocably terminated on a date to be determined by the Plan Committee. The Plan Committee shall provide written notice to all Participants and the Board of Directors of Whitney Holding Corporation of such termination, and such termination shall become effective when such written notice is given but in no event may the termination date be later than 12 months after the date the Change in Control occurred. Upon such a termination, each Participant (or Beneficiary hereunder) shall receive a Termination Benefit payable in accordance with the provisions of Paragraph 11.1 hereof. Notwithstanding the foregoing, termination with respect to the portion of the Plan that includes the Non-Grandfathered Accounts must comply with the requirements of the Final 409A Regulations.

11.4 **Inurement.** This Plan shall be binding upon and shall inure to the benefit of the Employer and each Participant hereto and their respective heirs, executors, administrators, successors and assigns.

11.5 **Amendments and Modifications.** Except as specifically provided herein, this Plan may be changed or altered by written instrument signed by the Board of Directors of Whitney Holding Corporation. However, no amendment, modification, or termination shall, without the consent of a Participant, adversely affect such Participant's accruals in his or her Deferred Benefit Account as of the date of such amendment, modification, or termination.

11.6 **Governing Law.** This Plan is governed by the laws of the State of Louisiana, in all respects, including matters of construction, validity and performance.

Executed this ____ day of _____, 2007, in multiple counterparts, each of which shall be deemed an original.

WHITNEY HOLDING CORPORATION

By: _____

Title: Chairman of the Board and
Chief Executive Officer

STATEMENT REGARDING COMPUTATION OF EARNINGS TO FIXED CHARGES

WHITNEY HOLDING CORPORATION
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

<i>(dollars in thousands)</i>	<i>Years Ended December 31</i>				
	2007	2006	2005	2004	2003
Net income	\$ 151,054	\$ 144,645	\$ 102,349	\$ 97,137	\$ 98,542
Income tax expense	74,310	69,164	43,007	43,198	46,099
Income before income taxes	\$225,364	\$213,809	\$145,356	\$140,335	\$144,641
Fixed charges:					
Interest on short-term and other borrowings	\$ 33,314	\$ 23,085	\$ 16,534	\$ 6,017	\$ 2,816
Interest within rent expense (1)	3,262	2,510	1,714	1,402	1,325
Fixed charges excluding interest on deposits	36,576	25,595	18,248	7,419	4,141
Interest on deposits	163,000	122,075	64,452	34,665	40,693
Fixed charges including interest on deposits	\$199,576	\$147,670	\$ 82,700	\$ 42,084	\$ 44,834
Earnings for ratio computation:					
Excluding interest on deposits	\$261,940	\$239,404	\$163,604	\$147,754	\$148,782
Including interest on deposits	\$424,940	\$361,479	\$228,056	\$182,419	\$189,475
Ratio of earnings to fixed charges:					
Excluding interest on deposits	7.16	9.35	8.97	19.92	35.93
Including interest on deposits	2.13	2.45	2.76	4.33	4.23

(1) Estimated to be one-third of rent expense.