

**MORGAN KEEGAN
NEW ACCOUNT CLIENT AGREEMENT
AND
DISCLOSURE STATEMENT
FOR
WEALTH MANAGEMENT ACCOUNTS**

Morgan Keegan & Company, Inc.
Morgan Keegan Tower
50 North Front Street
Memphis, Tennessee 38103

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Please read this Client Agreement and Disclosures (“Client Agreement” or “Agreement”) carefully. If you are not willing to be bound by these terms and conditions, you should not apply for a securities account nor should you sign the Morgan Keegan New Account Form. Your signature on the New Account Form application acknowledges that you have read, understood, and agreed to the terms of this Client Agreement.

Certain Exhibits as identified above may be applicable to your account. Please read all Exhibits.

PLEASE NOTE THAT SECTION FIVE OF THE MORGAN KEEGAN CLIENT AGREEMENT ON PAGES 1 AND 2 CONTAINS AN ARBITRATION CLAUSE THAT AFFECTS YOUR RIGHTS AS A CLIENT.

Investments and insurance products offered through Morgan Keegan are:

**Not FDIC Insured • May Lose Value • Have No Bank Guarantee
Not Insured by any Governmental Agency • Not a Deposit**

Morgan Keegan may amend, change, revise, add or modify the Agreement at any time. You understand that this Agreement cannot be modified by any verbal statements or written amendments that you seek to make to the Agreement without written acceptance from Morgan Keegan. Please see Exhibit H for changes to the Agreement.

To contact Morgan Keegan Customer Service, please call 800-290-2358. Please report any unauthorized transactions in your account to this number or to the Branch Manager of the office handling your account.

Morgan Keegan Client Agreement

In consideration of Morgan Keegan & Company, Inc., or any successor thereof (heretofore and hereinafter referred to as "Morgan Keegan"), accepting, opening or maintaining one or more accounts for you, the client (whether designated by name, number or otherwise) for the purchase, sale or carrying of securities, options, contracts relating thereto, and/or other property (hereinafter collectively referred to as "property"), you hereby consent and agree to the following:

1. Custom and Usage

All transactions in or for your account shall be subject to all then-applicable federal and state laws and rules and regulations promulgated thereunder. Transactions shall also be subject to the then existing constitution, rules, customs and usages of the exchange, market or clearinghouse, if any, where the transaction occurred. Actual deliveries are intended on all transactions.

2. No Modification; Waiver

Except as herein provided, no provision of this agreement as printed shall in any respect be waived, modified, amended or deleted, nor shall acceptance of this agreement and any accounts thereunder by Morgan Keegan constitute ratification of any such changes, nor shall such acceptance prevent Morgan Keegan from asserting and enforcing the original provisions of this agreement as printed unless such changes are expressly agreed to in a document signed by the Manager of Morgan Keegan's Customer Service Department.

Our failure to insist at any time upon strict compliance with any term contained in this agreement, or any delay or failure on our part to exercise any power or right given to Morgan Keegan in this agreement shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any further exercise.

3. Customer Required to Notify Morgan Keegan of Unauthorized Trades

NO EMPLOYEE OF MORGAN KEEGAN IS AUTHORIZED TO EFFECT TRADES FOR YOU WITHOUT YOUR EXPRESS PRIOR APPROVAL. SUCH EXPRESS PRIOR APPROVAL WILL GENERALLY BE GIVEN AT THE TIME OF THE TRADE BUT MAY ALSO BE GRANTED EARLIER PURSUANT TO: (A) A WRITTEN GRANT OF DISCRETIONARY AUTHORITY SIGNED BY YOU AND THE MANAGER OF MORGAN KEEGAN'S CUSTOMER SERVICE DEPARTMENT OR HIS/HER DESIGNEE; AND/OR (B) ORAL OR WRITTEN PERMISSION FROM YOU GIVING FLEXIBILITY TO YOUR BROKER AS THE EXACT TIME AND PRICE TO EXECUTE A TRADE. YOU AGREE TO BRING ANY UNAUTHORIZED ACTIVITY IMMEDIATELY TO THE ATTENTION OF THE MANAGER OF MORGAN KEEGAN'S CUSTOMER SERVICE DEPARTMENT. YOUR FAILURE TO IMMEDIATELY BRING ANY UNAUTHORIZED ACTIVITY TO THE ATTENTION OF THE BRANCH MANAGER OF THE OFFICE HANDLING YOUR ACCOUNT OR MANAGER OF MORGAN KEEGAN'S CUSTOMER SERVICE DEPARTMENT SHALL SERVE TO RATIFY AND ADOPT SUCH ACTIVITY AND SHALL PRECLUDE THE UNDERSIGNED FROM THEREAFTER CLAIMING THAT THE EMPLOYEE LACKED EXPRESS AUTHORIZATION TO EFFECT THOSE OR OTHER TRANSACTIONS IN OR FOR YOUR ACCOUNT.

4. Duty to Examine Statements and Advise on Errors

You will carefully examine all statements, confirmations and other reports or notices upon receipt thereof from Morgan Keegan for accuracy and consistency with your investment objectives. Morgan Keegan may deem such statements, confirmations, reports or notices to have been accepted by you as correct and in accordance with your instructions and investment objectives if you do not notify the Morgan Keegan Customer Service Department otherwise in writing within ten (10) days after receipt, except in regard to transactions in options and contracts relating thereto, wherein notice of any discrepancies must be provided within three (3) days of receipt. Such notice (and notice of non-receipt of any such report) shall be made by you via telephone directed to Morgan Keegan's Customer Service Department in Memphis, Tennessee. You acknowledge that due to the nature of the markets involved, positions confirmed or deleted in error may result in a substantial loss. CONSEQUENTLY, YOU AGREE THAT IF FOR ANY REASON YOU FAIL TO BRING AN ERROR OR DISCREPANCY TO MORGAN KEEGAN'S ATTENTION WITHIN THE PERIODS SPECIFIED ABOVE, ANY LOSS WOULD BE YOUR RESPONSIBILITY AND LIABILITY.

5. Arbitration

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- a) All parties are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

- c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d) The arbitrators do not have to explain the reasons for their award.
- e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

You agree and, by accepting, opening or maintaining any account for you, Morgan Keegan agrees that all controversies between you and Morgan Keegan (or any of Morgan Keegan's present or former officers, directors, agents, or employees and any entity owned by or owned in common with Morgan Keegan, including its parent corporation, Regions Financial Corporation, and Regions Bank) whether arising out of any account, transaction, the construction, performance or breach of this agreement (or any other agreement entered into between us) or for any other cause whatsoever, shall be resolved by arbitration. Any arbitration under this agreement shall be before the Financial Industry Regulation Authority or any arbitration forum provided by any other securities exchange or organization of which Morgan Keegan is a member and in accordance with the rules of such organization.

You may elect in the first instance which of the aforementioned arbitration forums will be utilized to resolve the controversy by delivering written notification of such election to Morgan Keegan at Morgan Keegan's Home Office at Fifty North Front Street, Memphis, Tennessee 38103. If you fail to make such election by notifying Morgan Keegan of such election as specified within five (5) days after receipt from Morgan Keegan of a request to make such election, then Morgan Keegan may make such election.

This arbitration provision shall apply to any controversy or claim or issue in any controversy arising from events that occurred prior to, on or subsequent to the execution of this arbitration agreement. The award of the arbitrator(s), or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

Notwithstanding anything in this agreement to the contrary, no person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act.

6. Waiver of Jury Trial

If a dispute or claim is not subject to arbitration for any reason, then the dispute or claim shall be decided in a court of competent jurisdiction without a jury. You and Morgan Keegan irrevocably waive all rights to trial by jury.

7. Rejection of Orders; Limitations on Transactions

You agree that Morgan Keegan may reject, cancel or modify any securities transactions that you have entered at any time, for any reason and without prior notice to you. You further agree that Morgan Keegan may limit the number of securities, options or contracts related thereto which it will place, buy, sell or hold for your account and reserves the right to cease accepting orders for additional securities, options or contracts related thereto from you at any time.

8. Termination of Account

You acknowledge that Morgan Keegan may suspend or terminate your account at any time, for any reason and without prior notice to you. You shall have thirty (30) days from receiving notice of termination of your account to transfer all holdings from within your account to another broker/dealer of your choosing. Should you fail to complete this transfer within thirty (30) days, Morgan Keegan may liquidate all holdings within your account, charge its standard commissions in doing so, and mail you a check for any proceeds to your statement address. This may result in a taxable event. In the event your account is liquidated, you agree to be liable for any resulting losses and costs incurred by Morgan Keegan. You may terminate this agreement and close or transfer your account(s) at any time, upon notice to Morgan Keegan, but you will remain responsible for any outstanding fees or obligations relating to the

account. This Client Agreement, and the arbitration provision herein, will continue to govern matters relating to the account that arose before termination (whether by you or Morgan Keegan) or that may arise later.

9. Custodian Accounts; Fiduciary Accounts

If this is a custodial account, you understand that Morgan Keegan will maintain an account established under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act for which you will act as custodian. You understand that you represent and warrant that the assets in the account belong to the minor, that such assets will only be used by you for the benefit of the minor and that Morgan Keegan has no responsibility to monitor your use of the assets in the account to ensure that such assets are used for the minor's benefit. You further understand that only one custodian is permitted to be named on the account and that margin is not allowed in custodial accounts. As used herein, "you" or "your" shall refer to the custodian or to the minor as the context may require.

With respect to all fiduciary accounts, you acknowledge that any person acting as a trustee, custodian or fiduciary for the account is liable for all activity within the account and that Morgan Keegan will not review any action or inaction taken by a trustee, custodian or fiduciary within the account to determine whether the fiduciary's action or inaction satisfies the standard of care applicable to such fiduciary's handling of the account. The fiduciary agrees to indemnify and hold harmless Morgan Keegan, its agents, affiliates and assigns from any and all claims and losses, including reasonable attorney's fees, it may suffer arising from any act, error or omission of the fiduciary.

10. Extraordinary Events

You understand and agree that Morgan Keegan shall not be liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes, failure of the mails or other communication systems, or any other conditions beyond our control. You further understand and agree that we shall not be responsible for any damages caused by equipment failure, communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond our control.

11. Anti-Money Laundering

Morgan Keegan is firmly committed to compliance with all applicable laws, rules and regulations, including those related to combating money laundering. You agree to provide all requested information and documents and to take such other steps necessary to comply with the anti-money laundering laws, rules and regulations of your country of origin, country of residence and the situs of your transaction.

Morgan Keegan's Policy for New Accounts

Federal law requires Morgan Keegan to obtain, and verify information that identifies individuals or entities that open an account with our firm. Therefore, as part of the account opening process we will ask for a customer name, date of birth, street address, and an identification number, such as a Taxpayer ID number. We may also request other identifying documents that will allow us to identify and verify your account. Your cooperation is greatly appreciated.

12. Orders, Deliveries and Notices

Any orders to sell securities placed by you (except orders to sell "short" which are so designated by you and discussed below) shall include an implied representation by you that you own the security, and if the security is not already in Morgan Keegan's possession at the time of the contract for sale, you agree to deliver the security to Morgan Keegan by settlement date. Any sell order which is inadvertently accepted by Morgan Keegan in the absence of securities long and in good deliverable form in your account will be subject, at our discretion, to cancellation or buy-in.

Morgan Keegan shall not be required to deliver to you the same securities deposited or received, but only securities of the same kind and amount; and Morgan Keegan shall not be required or in any way obligated to give you notice regarding any security Morgan Keegan may hold in your account or accounts relating to 1) call for payment, 2) default in payment of principal or interest, or 3) receivership, bankruptcy or reorganization of the issuer of any security, and the fact that such information may be given shall not constitute a waiver of this provision.

When placing with Morgan Keegan any order to sell short, you agree to designate it as such and authorize us to mark such order as "short." You understand that execution of such a "short sale" is contingent on our ability to borrow the necessary stock. When placing an order to "sell short against the box," you understand that you will borrow the necessary stock to make delivery on the settlement date and that your long position in such stock will be unavailable so long as such short position remains open.

13. Purchases of Securities

To process orders to purchase securities and/or other property, Morgan Keegan requires that your account contain available funds equal to or greater than the purchase price of the securities or margin prior to the placement of the order. Morgan Keegan may, in its full discretion, accept an order without sufficient funds in your account with the understanding that payment will be submitted prior to settlement. Any order inadvertently accepted and/or executed without sufficient funds in the account will be subject, at Morgan Keegan's discretion, to cancellation or liquidation at any time. You are responsible for providing prompt written notice to the Manager of Morgan Keegan's Customer Service Department any restrictions on your ability to purchase or sell securities and you acknowledge that Morgan Keegan has no responsibility to comply with any such restrictions unless and until you have supplied such signed writing notifying Morgan Keegan of the restrictions.

14. Impartial Lottery Allocation System

When Morgan Keegan holds on your behalf bonds or preferred stocks in street or bearer form which are callable, all or in part, you agree to participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the rules of the New York Stock Exchange.

15. Control or Restricted Securities

Prior to placing an order in connection with any securities subject to Rule 144 or 145(d) of the Securities Act of 1933, you understand and agree that you must advise Morgan Keegan of the status of the securities and furnish Morgan Keegan with the necessary documents (including opinions of legal counsel, if requested) to clear legal transfer. You acknowledge that there may be delays involved with the processing of control or restricted securities, and that you will not hold Morgan Keegan liable for any losses caused directly or indirectly by such delays. Morgan Keegan may, in its sole discretion, require that control or restricted securities not be sold or transferred until such securities clear legal transfer. You agree to reimburse Morgan Keegan for any costs, expenses or losses suffered due to its execution of your orders involving control or restricted stock.

16. Account Access

You understand that you can access your account in various ways, including online. You agree that Morgan Keegan has no liability for any difficulties you encounter in accessing your account through this method.

17. Security Interest in Property

As security for the payment of all liabilities and obligations you may have to Morgan Keegan now or in the future, you grant Morgan Keegan a general lien and security interest in the monies and property which is now (or at any time in the future may be) in any of your accounts (held individually, jointly or otherwise) or which may at any time be in Morgan Keegan's possession or under its control for any purpose. In enforcing its security interest, and in addition to the rights provided herein, Morgan Keegan shall have all the rights and remedies available to a secured party under the Tennessee Uniform Commercial Code.

18. Loan of Customer's Securities

Until Morgan Keegan receives written notice of revocation from you, Morgan Keegan is hereby authorized to lend to itself as broker or to others any securities held by Morgan Keegan on margin for your account, or an account under your control (such as an UTMA/UGMA custodial account for a minor child). In the event your securities have been loaned by Morgan Keegan on the record date of a shareholder vote involving those securities, you agree that your vote may be reduced to reflect the total securities loaned by Morgan Keegan.

19. Payment of Commissions, Fees and Other Indebtedness on Demand

You agree to pay on demand any balance owing with respect to any of your accounts, including, amounts owed for purchases, margin loans, interest and commissions. Margin loans are not made for any specific term or duration but rather are due and payable at Morgan Keegan's discretion upon a demand for payment made to you. You agree that Morgan Keegan may at its sole option apply payments of interest, dividends, premium and principal received on any of the collateral, whether pursuant to the terms of such collateral or upon the sale of the collateral, to the payment of the balance due in your accounts or pay such amounts to you.

20. Maintenance of Collateral

If you have a margin agreement, you understand that the properties in your Margin Account may be carried in Morgan Keegan's general loans and may be pledged or hypothecated by Morgan Keegan separately or in common with other properties. The pledge or hypothecation by Morgan Keegan may secure Morgan Keegan's indebtedness equal to or greater than the amount owed to Morgan Keegan by you. You agree to deposit additional collateral, as Morgan Keegan may in its discretion require from time to time, in the form of cash or securities in accordance with the rules and regulations of the Federal Reserve Board, the New York Stock Exchange, other national securities exchanges, associations or regulatory agencies under whose jurisdictions Morgan Keegan is subject, and Morgan Keegan's own

minimum house margin maintenance requirements. In the event you no longer maintain a debit balance or an indebtedness to Morgan Keegan, it is understood that Morgan Keegan will fully segregate all securities in your accounts in Morgan Keegan's safekeeping or control (directly or through a clearinghouse) and/or deliver them to you upon request.

21. Interest Charges and Payments

You agree to pay interest, to the extent not prohibited by the laws of the State of Tennessee, upon all amounts advanced and other balances due in your accounts in accordance with Morgan Keegan's usual custom, which may include the compounding of interest. Morgan Keegan's custom, which may change from time to time, is set forth in the Statement of Credit Terms section of this document. By entering into any transactions with Morgan Keegan after you receive this document, you acknowledge that you have read and agreed to the Statement of Credit Terms (page 17) for all past and future transactions in your account. You understand that interest on all debit balances shall be payable on demand and that in the absence of any demand, interest shall be due on the first business day of each interest period. Your daily net debit balance will include accrued interest that you have not paid during prior interest periods, if any. You understand that to the extent permitted by applicable law, Morgan Keegan may charge you interest on the unpaid interest previously added to your debit balance; that is, Morgan Keegan may charge you compound interest. Payments of interest and principal and all other payments made by you under this agreement shall be made to Morgan Keegan's Home Office at Fifty North Front Street, Memphis, Tennessee 38103.

22. Liquidation of Collateral

Should you fail to make any payment or deliver any property to Morgan Keegan when due, fail to maintain in any of your accounts with Morgan Keegan collateral of sufficient value to meet Morgan Keegan's then-current requirements or otherwise fail to discharge any obligation to Morgan Keegan, or should you die, or should Morgan Keegan for any reason whatsoever deem it necessary for its protection, Morgan Keegan is hereby authorized to sell any securities or other property in any of your accounts with Morgan Keegan or buy-in any property which any such account may be short, or otherwise effect settlement, or cancel any outstanding orders to satisfy any such requirement or obligation. Any such sale, purchase, settlement or cancellation may be made at Morgan Keegan's discretion and at its prevailing commission rates on any exchange or market where such business is transacted or at public auction or private sale without notice to you and without advertisement, tender or demand of any kind on you, such notice, advertisement, tender or demand being hereby expressly waived by you. Morgan Keegan may purchase any such property for its own account or on behalf of anyone else free from right of redemption. You shall remain liable for any deficiency in any of your accounts. You shall also be liable for any fines, assessments or other costs levied against Morgan Keegan by any exchange, clearinghouse or regulatory authority resulting from your failure to deliver or otherwise make available any property sold by Morgan Keegan at your direction. No tender, demand, call or notice by Morgan Keegan shall constitute a waiver of the right to take any other action permitted hereunder at the time or in the future. The failure of Morgan Keegan to enforce its rights under this paragraph, this agreement or any other agreement between you and Morgan Keegan shall not act as a waiver of any such rights nor preclude Morgan Keegan from exercising those rights thereafter.

23. Authority to Transact Business

Each of the parties who executes this agreement in a representative or fiduciary capacity represents and warrants to Morgan Keegan that he/she has the requisite authority to enter into and operate under this agreement on behalf of his/her principal, and for the risk and in the name of the principal. If this agreement is signed in a representative capacity by more than one person, and unless written notice to the contrary is provided to the Manager of Morgan Keegan's Customer Service Department prior to the transaction of any business in the account, each such person represents and warrants that any one of them, acting alone, may buy, sell and otherwise deal in stocks, bonds, options and other securities, listed or unlisted for present or future delivery, on margin or otherwise and to deposit with, withdraw and receive payment or delivery in regard to said account from Morgan Keegan of money, stock, bonds, and other negotiable instruments, securities and other property.

24. Capacity; Notice of Changed Circumstances

You represent that, unless the Manager of Morgan Keegan's Customer Service Department has been notified in writing to the contrary: you, if a natural person, have reached the age of majority; you are not insolvent; you are not an employee of any securities exchange, or of any corporation of which any such exchange owns a majority of the capital stock, or of any member of any such exchange, or of a member firm, corporation or organization registered with any such exchange, or of a bank, trust company or insurance company or of any corporation, firm or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper; you are not registered with any securities exchange, association or commission; no one except you (and any other person listed in the title of the account) has an interest in any of your accounts with Morgan Keegan; the information provided on your completed new account form is truthful and accurate; and the information regarding your investment objectives and financial condition are as represented on your completed new

account form. You agree that you will promptly notify the Manager of Morgan Keegan's Customer Service Department in writing of any change in your circumstances affecting the foregoing representations.

25. Choice of Law

Unless otherwise set forth herein, this agreement, its enforcement and any transactions with Morgan Keegan will be governed by the laws of the State of Tennessee and shall inure to the benefit of Morgan Keegan and its successors or assigns, and shall be binding upon you and your executors, administrators, personal representatives, successors, heirs and assigns.

26. Oral Instructions

You agree that Morgan Keegan shall incur no liability in acting upon oral instructions given to Morgan Keegan concerning your account(s), provided such instructions reasonably appear to be genuine.

27. Nominee Name, Liability of Independent Contractors

Unless otherwise specified by you, Morgan Keegan is authorized to enter orders from you on a principal or agency basis in its name on any exchange or other market or place where such business may be transacted for your account and risk. Additionally, Morgan Keegan is authorized to hold securities for your benefit in its nominee name. You hereby authorize Morgan Keegan to employ agents on your behalf. The identity of any such agent so employed by Morgan Keegan on your behalf shall be disclosed to you upon request. Morgan Keegan shall have no liability to you for the errors and omissions of independent contractors; provided, however, in any controversy between you and such independent contractor, Morgan Keegan shall provide to you, without expense to you, such records regarding the transaction as Morgan Keegan has in its possession.

28. Default of Exchange

Morgan Keegan shall not be liable to you for any default by a market or exchange, including one on which you may have conducted or attempted to conduct a transaction. You understand that exchanges may change terms, rules and procedures which may affect markets adversely; the exchange may also default on a duty to pay its obligation or may be unable to take or make delivery of positions traded thereon.

29. Morgan Keegan Recommendations as Opinions

You understand and agree that recommendation of a security by Morgan Keegan or its employees deal with future events and developments that cannot be predicted with certainty and are therefore merely opinions.

30. No Duty to Monitor Portfolio

While Morgan Keegan must have a reasonable basis for any securities transaction it recommends, you acknowledge that Morgan Keegan has no obligation thereafter (discretionary accounts excepted) to monitor and/or to report developments concerning the securities, options or contracts related thereto in your account or to recommend a particular course of action regarding such securities, options or contracts related thereto. You acknowledge and agree that it is your responsibility to remain informed about the securities, options or contracts related thereto in your account.

31. Inconsistent Recommendations Possible; Trades Create Commissions

Morgan Keegan may from time to time make recommendations concerning the advisability of buying, selling or holding securities, options or contracts relating thereto, or employing a trading method or program. The market activities of Morgan Keegan or any of its officers, directors, employees, customers or shareholders may be inconsistent with the recommendations of Morgan Keegan to you.

Morgan Keegan is in the business of providing securities account services, many of which result in the generation of brokerage commissions. If you elect to follow a trading program or otherwise execute trades, such activity will result in a greater amount of commissions being generated in your account than if you simply buy and hold securities.

32. Commissions, Fees and Charges

You agree that commissions and fees will be charged to your account in accordance with Morgan Keegan policy. Commissions and fee amounts may be changed from time to time by Morgan Keegan without notice to you. Such fees may include but not be limited to a service charge in the event any account produces no commission revenue in a calendar year and a service charge for accounts transferred to other firms. You agree that in the event payment is not made by settlement date for securities purchased in your cash account, to the extent provided by law, a late charge may be imposed at the maximum rate of interest set forth in the Statement of Credit Terms section of this document from the settlement date to the date of payment.

33. Permission to Obtain Credit Reports

You authorize Morgan Keegan to obtain information concerning your credit and business conduct as Morgan Keegan deems such to be appropriate. Upon written request from you, credit reports in the possession of Morgan Keegan will be provided to you, including the name and address of the consumer credit reporting agency which provided the report.

34. Receipt of Checks; Crediting Checks When Paid

All checks from you to be credited to your account with Morgan Keegan shall be payable or endorsed to Morgan Keegan & Company, Inc. Morgan Keegan may in its discretion (a) refuse to accept for your account checks payable to any party other than you and (b) accept checks for collection only, which checks shall not be credited to your account until paid.

35. Attorney's Fees

Any expense, including costs and attorney's fees (whether for outside or inside counsel), incurred by Morgan Keegan in collection of a deficit from you or in enforcing Morgan Keegan's rights under this agreement shall be borne solely by you. In addition, you agree that Morgan Keegan will be entitled to recover any expense, including costs and attorney's fees (whether for inside or outside counsel), if it is the prevailing party in any arbitration or court proceeding filed by you against Morgan Keegan.

36. Claims and Disputes Concerning Your Account

If another person or entity makes a claim against your account or any assets therein, or if we have reason to believe there is or may be a dispute over matters, such as the ownership of the account funds or the authority to withdraw funds from your account, we may, in our sole discretion, pay the funds into an appropriate court of law for resolution. If we choose to pay the funds into an appropriate court of law, you agree to reimburse us for all attorney's fees and court costs we incur. No interest will be paid by us on funds deposited with a court of law.

37. Notice Delivered to You When Mailed to Account Address

Communications directed to you at the address then appearing on your account, sent by ordinary mail or hand delivered to such address, shall be deemed to have been personally delivered to you whether or not actually received.

38. Notice to Morgan Keegan

Unless otherwise specified, any notice required by this agreement to be given by you to Morgan Keegan shall be addressed to the Manager of Morgan Keegan's Customer Service Department at Morgan Keegan's Home Office at Fifty North Front Street, Memphis, Tennessee 38103, or at such other address as Morgan Keegan may instruct in writing. Questions or complaints may be directed to the Customer Service Department by calling 800-290-2358.

39. Ratification of Prior Transactions

All transactions and dealings with Morgan Keegan prior to the execution of this agreement are hereby ratified by you and you hereby agree that all such transactions and dealings are subject to all terms and provisions of this agreement as if they had taken place subsequent to the execution hereof.

40. Invalidity of Provision and Affecting Enforceability of Agreement

In the event any provision or clause of this agreement shall be deemed invalid, void or unenforceable for any reason, that determination shall not affect the remainder of this agreement, which shall continue in full force and effect.

41. Acceptance of Agreement by Morgan Keegan

Except as provided in paragraph 2 with respect to modification, the acceptance, opening and maintenance of an account for you by Morgan Keegan shall constitute acceptance of this agreement by Morgan Keegan without signature hereon.

42. Client Authority

If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws; that such trustee or fiduciary is duly authorized to enter into this Agreement, and that all fees, expenses and costs are properly chargeable to the Account(s); that the services provided herein are necessary for the prudent administration of the Account(s) assets; and the proposed arrangement will not violate any expense limitations or other restrictions applicable to the Account(s) assets. Such trustee or fiduciary agrees to provide such supporting documentation as may be reasonably required by Morgan Keegan. Except as previously disclosed to Morgan Keegan, Client warrants that any securities delivered to Morgan Keegan are free of any lien, security interest or encumbrance, including constructive liens. If Client is a corporation, the

signatory on behalf of such Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action and Client agrees to provide such supporting documentation as may be reasonably required by Morgan Keegan. Client undertakes to advise Morgan Keegan of any event which might affect this authority or the propriety of this Agreement.

If the Account(s) is subject to ERISA, the person signing this Agreement on behalf of Client acknowledges that he/she is a "named fiduciary" with respect to the control or management of the assets of the Account(s) in accordance with the requirements of ERISA and that he/she is independent of, and unrelated to Morgan Keegan or any of its affiliates.

Also, the asset managers of alternative investment products utilized by Morgan Keegan impose limitations or restrictions on such authority. Alternative investment products as used herein includes but is not limited to hedge funds, funds of hedge funds, managed futures funds, non-traded real estate investment trusts, private real estate programs and private equity programs which may be structured as publicly and privately offered limited partnerships, limited liability companies, business trusts and real estate investment trusts ("Alternative Investments").

43. Joint Accounts

If this is a joint account, you agree that each of you shall have authority on behalf of this account to buy, sell and otherwise deal in securities through Morgan Keegan as broker; to receive for the account confirmations, statements and communications of every kind; to receive for the account and to dispose of money, securities and other property; to make, terminate or modify for the account, agreements relating to these matters or waive any of the provisions of such agreements; and generally to deal with Morgan Keegan as if each of you alone was the account owner, all without notice to the other account owners. You agree that notice to any account owner shall be deemed to be notice to all account owners. Each account owner shall be jointly and severally liable for this account.

Morgan Keegan at its option may follow the instructions of any of you concerning this account and make deliveries to any of you of any or all securities in this account, and make payments to any of you of any or all monies in this account as any of you may order and direct, even if such deliveries and/or payments shall be made to one of you personally, and not for this account. Morgan Keegan shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment, and Morgan Keegan shall not be bound to see to the application or disposition of the said securities and/or monies so delivered or paid to any of you individually.

In the event of the death of any of you, the survivor(s) shall immediately give Morgan Keegan written notice thereof, and Morgan Keegan may, before or after receiving such notice, take such proceedings, require such documents, retain such portion and/or restrict transactions in the account as Morgan Keegan may deem advisable to protect Morgan Keegan against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of any joint account owner who shall have died shall be liable and each survivor will be liable, jointly and severally, to Morgan Keegan for any debt or loss in this account resulting from the completion of transactions initiated prior to Morgan Keegan's receipt of a written notice of such death or incurred in the liquidation of the account or the adjustment of the interests of the respective parties.

Any taxes or other expenses becoming a lien against or being payable out of the account as the result of the death of any joint account owner, or through the exercise by his or her estate or representatives of any rights in the account shall be chargeable against the interest of the survivor(s) as well as against the interest of the estate of the decedent. This provision shall not release the decedent's estate from any liability provided for in this agreement.

Designation of Tenancy

- a) JTWR0S -- Joint Tenants With Rights Of Survivorship/when one dies his or her interest passes to the survivor(s).

In the event of the death of either or any of the joint account owners, the entire interest in the joint account shall be vested in the survivor(s) on the same terms and conditions as theretofore held, without in any manner releasing the decedent's estate from the liability.

- b) TIC -- Tenants-In-Common without rights of survivorship/when one dies, his or her interest passes to his or her estate.

In the event of the death of either or any of the joint account owners, the interests in the account shall be determined as of the close of business on the date of death of the decedent (or on the next following business day if the date of death is not a business day) by reference to the owners indicated on your Morgan Keegan New Account Form.

Notwithstanding any of the foregoing, in the event of conflicting instructions from joint account owners, Morgan Keegan in its sole discretion and without incurring liability may do any one or more of the following: (i) select which instructions to follow and which to disregard; (ii) suspend all activity in the joint account and refuse to buy, sell or trade any securities and/or other property, and refuse to disburse any such securities and/or other property, except upon further written instructions signed by ALL the joint owners or by a court of competent jurisdiction; (iii) close the joint account and send any and all securities and/or other property by ordinary mail to the address of record; or (iv) file an interpleader action in any appropriate court, in which event Morgan Keegan shall be entitled to recover all costs including reasonable attorneys' fees from the joint account. (You agree that filing of such an interpleader by us is an extraordinary event and will not be deemed a waiver of our right to arbitration under the Agreement.)

44. Claims and Disputes Concerning Your Account

If another person or entity makes a claim against funds in your account, or if we have reason to believe there is or may be a dispute over matters, such as the ownership of the account or the authority to withdraw funds, we may, in our sole discretion, (1) continue to rely on current signature cards, resolutions or other account documents, (2) honor the competing claim upon receipt of evidence we deem satisfactory to justify such action, (3) freeze all or a part of the funds until the dispute is resolved to our satisfaction, or (4) pay the funds into an appropriate court of law for resolution. If we choose to pay the funds into an appropriate court of law, you agree to reimburse us for all attorney's fees and court costs we incur. No interest will be paid by us on funds deposited with a court of law.

45. Dormant Accounts and Abandoned Property

If we are unable to contact you and you do not initiate activity in your account for an extended period of time, which may be defined by applicable law or regulation, we will treat the account as being dormant. Unless otherwise prohibited by law, you agree that we may charge dormant account fees on dormant accounts in addition to regular maintenance and other applicable fees. Unless otherwise required by law, we may not pay interest on dormant interest-bearing accounts. Unless otherwise required by applicable law, you are not entitled to recover any such fees or unpaid interest even after you reestablish contact with us. To protect your funds, you agree that if we have deemed your account to be dormant, we may refuse to pay items drawn on or payable out of the account until you have reestablished contact with us. After your account has been dormant for a certain period of time, as determined by state law, we will transfer the balance in the account to the state as abandoned property.

46. Liens and Attachments

Following receipt by us of any notice of lien, process in attachment, garnishment, tax levy or other proceeding relating to you or your account, whether individual or joint, we are authorized, without notice to you or any joint owner of the account, to withhold payment of so much of the balance in the account as may be the subject of such notice or process, and to pay such amount to the court or creditor, in accordance with applicable state or federal law, without responsibility to you or any joint owner for such withholding or payment or for refusal to honor withdrawals or checks made by you or any joint owner. We will not contest any such notice or process on behalf of you or any joint owner, and may respond without regard to the ownership or original source of the funds on deposit and without requirement that the notice or process name all of the depositors, rather than only some of them. All such notice or process is subject to our right of setoff and security interest.

47. Beneficial Owners

Under rule 14b-1(c) of the Securities Exchange Act, Morgan Keegan is required to disclose to the issuer the name, address, and securities position of its customers who are beneficial owners of that issuer's securities unless the customer objects. Client agrees to immediately notify if at any time, a previously unnamed individual obtains shares, ownership, or control of this account.

It is further acknowledged that all individuals or companies maintaining a direct or indirect interest in this account have and will be identified on a fully-disclosed basis and there is no other unnamed registered shareholder(s) who maintains control or ownership of account number.

It is further acknowledged that the beneficial owner, controller, officers, directors, and/or all shareholders of the account will indemnify and hold harmless Morgan Keegan & Company, Inc. with respect to any loss, damage, cost or liability (including attorney's fees, whether incurred at arbitration or trial, on appeal, or without litigation) incurred by Morgan Keegan & Company, Inc. as a result of or in connection with any inaccurate information or misrepresentation in the beneficial ownership and/or control of the company and/or assets in the account that is not fully disclosed to Morgan Keegan & Company, Inc.

48. Sweep of Free Credit Balances

Morgan Keegan may sweep all free credit balances in your account daily into one of the cash balance investment options as designated by you, or in the event no money market fund is designated, you authorize Morgan Keegan to credit interest on free credit balances maintained for investment or reinvestment on your behalf. The rate of interest paid on these balances will be published periodically by Morgan Keegan, and will vary with market conditions. The policies and procedures governing this payment of interest can be changed at any time. You agree that no funds will be swept or receive interest unless the minimum investment requirement is met.

49. Tax Certification

Under penalties of perjury, you certify: (i) that the number shown on the Morgan Keegan New Account Form is your correct taxpayer identification and (ii) that you are not subject to backup withholding as a result of failure to report all interest or dividends, or the Internal Revenue Service has notified you that you are no longer subject to backup withholding. See the "Important Tax Information" section of this document for additional information on backup withholding.

50. Receipt of Order Flow Payment

Client securities orders may be executed with Morgan Keegan itself, with other broker dealers, or through the exchanges on which the securities are listed. Several of these market facilities offer automated execution services. Morgan Keegan's order routing among the execution facilities depends upon various factors such as the trading characteristics of the particular security and the size of the order. The participants to whom Morgan Keegan directs orders will execute such orders at or within the displayed national best bid or offer ("NBBO"), subject to order size and liquidity of markets, thus providing the opportunity for best execution of both limit and market orders. Morgan Keegan may receive additional cash remuneration, known as order flow payment, in some instances.

51. Risk of Loss Disclosures

You understand, acknowledge and agree that: (i) the account is not insured by the Federal Deposit Insurance Corporation (FDIC); (ii) the account is not a deposit account or other obligation of, or guaranteed by, Regions Financial Corporation or any of its banking or other affiliates; and (iii) the funds held in the account are subject to investment risks, including possible loss of some or all of the principal amount invested. The banking affiliates of Regions Financial Corporation may be lenders to issuers of securities that we underwrite. You should refer to disclosure documents relating to particular securities for a discussion of any such lending relationship.

52. Indemnification

If we take any action with respect to the funds or securities in accordance with your or your agents instructions or orders, or in accordance with this Agreement, and we incur any loss, liability, damage, cost or expense (including reasonable attorney's fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability, damage, cost or expense and to reimburse us for the amount thereof.

53. Foreign Language Acknowledgment

For your convenience, you may conduct business or receive certain information, including prospectuses regarding a limited number of investment products in a language other than English. However, you acknowledge that documentation and most information about the securities you consider for your account will be provided for you in English and you are responsible for the translation of this information.

54. Fees and Charges

Your account and the transactions within the account are subject to fees disclosed from time to time. These fees are subject to change from time to time. With respect to court or administrative orders, subpoenas, summonses, tax levies, or other legal process, unless prohibited or limited by law, you agree to pay the standard charges for research and copying of documents and any other expenses incurred in complying, including any attorneys' fees. You agree that we may deduct all fees, charges and expenses, as well as charges for the purchase of checks, drafts, and other products and services purchased by you from or through us, from your account when due without further notice. We shall not be liable for failing to undertake any transaction because of insufficient funds available in the account resulting from the deduction of such fees, charges and expenses. You acknowledge and agree that the charging and collecting of these fees, charges and expenses are not interest or compensation for the use, forbearance or detention of money. You also acknowledge and agree that we may retain or receive all or a portion of amounts paid to third-parties for products and services purchased from or through us.

55. Electronic Transfers – Securities

If you have any questions about electronic transfers, call Morgan Keegan's ACH Department, contact the Head of Cashiering at 901-579-4852. You may also write to Morgan Keegan at: Morgan Keegan Attention: Customer Service Department, 50 North Front Street Memphis, TN 38138.

Contact Morgan Keegan immediately if you think your statement or transfer receipt is incorrect or if you need more information about a particular transfer. We must hear from you within 60 days of the date of the first document on which the transfer in question appeared. When contacting Morgan Keegan, provide your name, your account number, the dollar amount of the transfer in question, a description of the transfer in question, and a clear explanation indicating why you believe it is an error or why you need more information.

If you notify us verbally, we may request that you submit your inquiry in writing within ten business days. We will inform you of the results of our investigation within ten business days after we receive your inquiry and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your inquiry. If further investigation is required, within ten business days of your inquiry, Morgan Keegan will credit your account in the amount of the transfer in question so that you have use of the funds during our investigation. If we ask you to submit your inquiry in writing and we do not receive your written inquiry within ten business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three business days of the completion of our investigation. You may request copies of the documents that we use in our investigation. If you have any questions, contact Morgan Keegan's Customer Service Department at 1-800-290-2358.

56. Entire Agreement and Severability

This Agreement and any related Account documents represent the entire agreement between the parties with respect to the services provided herein and may not be modified or amended except in writing signed by the party to be charged. If any term or condition of this Agreement shall be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule or regulation, decision of a tribunal or otherwise, then the remainder of this Agreement shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law. Nothing contained herein shall in any way constitute a waiver or limitation of any rights, which Client may have under any federal securities laws, rules or regulations.

57. Applicable Law

This Agreement shall be administered, construed and enforced in accordance with the laws of the State of Tennessee without giving effect to the choice of law or conflict of laws provisions thereof; provided, however, that nothing herein shall be construed in any manner inconsistent with the Investment Advisers Act of 1940, as amended (or any rule, regulation or order promulgated thereunder), ERISA (or any rule, regulation or order of the Department of Labor promulgated thereunder) or the investment advisory laws of any state (or any rule, regulation or order thereunder) whose investment advisory laws apply to the relationship created under this Agreement. All transactions for the Account(s) shall be subject to the rules and regulations of all applicable federal, state, and self-regulatory agencies or organizations including but not limited to the Securities and Exchange Commission, Financial Industry Regulatory Authority, Inc. and the Board of Governors of the Federal Reserve System.

Exhibit A Important Tax Information

Under the Interest & Dividend Tax Compliance Act of 1983 you (as a payee) are required to provide us (as payer) with your correct Taxpayer Identification Number. If you are an individual, your Taxpayer Identification Number is your Social Security Number. If you do not provide us with your correct Taxpayer Identification Number you may be subject to a \$50.00 penalty by the IRS and backup withholding tax, at the lawful rate from all dividends, interest and other payments made by us to you after January 1984. Under federal income tax law, all clients are required to verify that the Taxpayer Identification Number supplied is correct. Failure to provide verification will subject you to federal income tax withholding, at the current lawful rate, of taxable interest, dividends, and certain other payments. If we do not receive your signed Morgan Keegan New Account Form within thirty (30) days of the opening of your account, the filing of your income tax return with the IRS will be necessary to retrieve any amounts withheld. **By signing the completed Morgan Keegan New Account Form for your account, you are certifying that you have provided us with your correct Taxpayer Identification Number.**

Instructions (Section references are to the Internal Revenue Code)

Highlight for Interest or Dividend Accounts Opened After December 31, 1983—Backup Withholding

You may be notified that you are subject to backup withholding under section 3406(a)(1)(C) because you have underreported interest or dividends or you were required to but failed to file a return which would have included a reportable interest or dividend payment.

Caution

There are other situations where you may be subject to backup withholding. Please read the instructions below carefully.

Payees Subject To Backup Withholding

You are subject to backup withholding if:

- (1) You fail to furnish your taxpayer identification number to the payer, or
- (2) The Internal Revenue Service notifies the payer that you furnished an incorrect Taxpayer Identification Number,
or
- (3) You are notified that you are subject to backup withholding (under section 3406(a)(1)(C)), or
- (4) For an interest or dividend account opened after December 31, 1983, you fail to certify to the payer that you are not subject to backup withholding under (3) above, or fail to certify your Taxpayer Identification Number.

For payments other than interest or dividends, you are subject to backup withholding only if (1) or (2) above applies.

What Number to Give the Payer

Give the payer the Social Security Number or Employer Identification Number of the record owner of the account. If the account belongs to you as an individual, give your Social Security Number. If the account is in more than one name or is not in the name of the actual owner, see the chart on the following page for guidelines on which number to report.

Obtaining a Number If you don't have a Taxpayer Identification Number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. When you get a number, submit a new Form W-9 to the payer.

Penalties

(1) Penalty for Failure to Furnish Taxpayer Identification Number

If you fail to furnish your Taxpayer Identification Number to a payer, you are subject to a penalty of \$50.00 for each such failure unless your failure is due to reasonable cause and not due to willful neglect.

(2) Failure to Report Certain Dividend and Interest Payments

If you fail to include any portion of an includible payment for interest, dividends, or patronage dividends in gross income, such failure will be treated as being due to negligence and will be subject to a penalty of 5% on any portion of an underpayment attributable to that failure unless there is clear and convincing evidence to the contrary.

(3) Civil Penalty for False Information With Respect to Withholding

If you make a false statement with no reasonable basis which results in no imposition of backup withholding you are subject to a penalty of \$500.

(4) Criminal Penalty for Falsifying Information

Falsifying certification or affirmation may subject you to criminal penalties including fines and/or imprisonment.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments Generally Not Subject to Backup Withholding

- Payment of **dividends and patronage dividends** not generally subject to backup withholding include the following:
 - Payments to nonresident aliens subject to withholding under section 1441.
 - Payments to partnerships not engaged in trade or business in the U.S. and which have at least one nonresident partner.
 - Payments of patronage dividends where the amount received is not paid in money.
 - Payments made by certain foreign organizations.

Payments of **interest** not generally subject to backup withholding include the following:

- Payments of interest on obligation issued by individuals. **Note:** You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. Because certain payments exempt from backup withholding are nevertheless subject to information reporting, if you file Form W-9 with the payer, furnish your Taxpayer Identification Number, write 'exempt' on the face of the form, and return it to the payer. If the payments are interest, dividends, or patronage dividends, also sign and date the form.

Certain payments other than interest, dividends and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045; and 6050A.

Privacy Act Notice

Section 6109 requires most recipients of dividend, interest, or other payments to give Taxpayer Identification Numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Beginning January 1, 1984, payers must generally withhold taxes at the lawful rate from taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Guidelines for Determining the Proper Identification Number to Give the Payer

Social security numbers have nine digits separated by two hyphens: i.e., 000-00-000. Employer Identification Numbers have nine digits separated by one hyphen: i.e., 00-0000000. The following table will help you determine the number to give the payer.

For this type of account:	Give the Social Security Number of:
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds any one of the individuals
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
5. Account in the name of the guardian or committee for a ward, minor or incompetent person	The ward, minor, or incompetent person

For this type of account:	Give the Social Security Number of:
6. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under State law	The actual owner
7. Sole proprietor account	The owner

For this type of account:	Give the Employer Identification Number of:
8. A valid trust, estate or pension trust	Legal entity (do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title)
9. Corporate account	The corporation
10. Religious, charitable, or educational organization account	The organization
11. Partnership account held in the name of the partnership	The partnership
12. Association, club, or other tax-exempt organization	The organization
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

Exhibit B
Statement of Credit Terms

Interest Charges in Cash Accounts

Cash accounts will be charged interest when the proceeds of a sale have been paid prior to settlement date. The interest charge resulting would be computed as set forth below based on the number of days by which the payment was early. Interest may also be charged in the event that securities are purchased and not paid for by the settlement date, or if proceeds are paid to you prior to the completion of a transfer of shares which are not in "good delivery" form.

Interest Charges in Margin and Other Accounts

The following is an explanation of our method of computing interest charges in margin and other accounts. If after reading this you have any questions, please contact your Morgan Keegan Financial Advisor.

The Interest Period

The interest charge on the monthly statement covers the period from the beginning to the end of the statement period. If during any interest period there is a change of interest rates in your account, separate charges will be shown on your statement for each interest rate applied during that interest period.

Determination of Interest Rate

Your annual rate of interest will vary with the size of your average debit balance (the amount borrowed by you) and the prime rate, in accordance with the table below. The prime rate in effect during the applicable interest period is as published in the Wall Street Journal or otherwise quoted to Morgan Keegan by major financial institutions.

Average Debit Balance for Interest Period:	Annual Interest Rate As of September 1, 2009:
Under \$49,000	2.5% above Prime Rate
\$50,000 to \$99,999	2.0% above Prime Rate
\$100,000 to \$499,999	1.5% above Prime Rate
\$500,000 - \$999,999	1.0% above Prime Rate
Over \$1,000,000	0.5% above Prime Rate

To determine the proper interest rate for each interest period, the average debit balance in your account will be based on the actual number of days in which your account has a debit balance ("debit days"). Your rate of interest may change without notice in accordance with periodic changes in the prime rate and your debit balance. When your interest rate is changed for any other reason, you will be given at least thirty (30) days prior written notice. Any changes of interest rates in your account during the interest period will result in separate interest charges on your statement for each interest rate. Interest charges will be debited to your account at the end of each month. Subsequent interest charges will be based on this increased debit balance and thus, interest will be compounded.

Calculation of Interest Charges

The annual interest rate is based on a 360-day year and is compounded on a monthly basis. The interest charge, average debit balance and closing balance shown on your statement are based on your account considered as a whole, that is, the balances in each account type, except the short account, are netted for interest purposes. The interest due for the whole account will normally be charged to the margin account portion.

To calculate the charge for each interest rate period shown on your statement:

- Net the balance of your account types (excluding the short account) day by day during the interest period. If there is a net debit for the day, you will be charged interest for that debit day.
- Total the dollar amount of the debit days to get the debit dollars and divide the debit dollars by the debit days to arrive at the average debit balance shown on your statement.
- Multiply the average debit balance by the debit days, then multiply the total by the interest rate and divide by 360 to arrive at the interest charge.

Short Account

A credit balance in a short account (type 3) does not reduce the overall net debit balance and is not included in interest computations. This is because such credit balances are normally used to collateralize the borrowing of stock to make delivery against the short sale. Short sale positions are carried in a separate type of account (type 3) with a credit balance equal to the value of the short securities which will be marked to the market periodically. This means your account will reflect changes in the market value of such securities. Should they depreciate in value, your margin account will be credited. Should they appreciate, your margin account will be debited.

Collateral

We reserve the right to require additional collateral for any credit extended to you at any time we deem such collateral necessary. All securities in any account you maintain with us are held subject to a lien for any monies you may owe us. We reserve the right to sell such securities at any time to reduce or eliminate any such debt.

Exhibit C Margin Disclosure Statement

This Margin Disclosure Statement provides some basic facts about purchasing securities on margin, and alerts you to the risks involved with trading securities in a margin account. Please consult your Financial Advisor regarding any questions or concerns you may have with your margin accounts. When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from Morgan Keegan. If you choose to borrow funds from Morgan Keegan, you must open a margin account with the firm. The securities purchased are the firm's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, Morgan Keegan can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with our firm, in order to maintain the required equity in the account.

When you purchase securities on margin, you are borrowing money from Morgan Keegan and pledging all securities and other property in your account as collateral for these loans. You agree to evaluate your own financial situation, resources, investment objectives and other relevant circumstances to determine whether margin transactions are appropriate for you. You also understand that trading securities on margin involves a variety of risks, including the following:

You can lose more funds than you deposit in the margin account.

A decline in the value of securities that are purchased on margin may require you to provide additional funds to Morgan Keegan to avoid the forced sale of those securities or other securities or assets in your account(s).

The firm can force the sale of securities or other assets in your account(s).

If the equity in your account falls below the maintenance margin requirements, or the firm's higher "house" requirements, the firm can sell the securities or other assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.

The firm can sell your securities or other assets without contacting you.

Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Morgan Keegan will typically attempt to notify its customers of margin calls, but we are not required to do so. However, even if Morgan Keegan has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.

You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call.

Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests. Commissions will be charged on any such sales.

The firm can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice.

These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the firm to liquidate or sell securities in your account(s).

You are not entitled to an extension of time on a margin call.

While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

Exhibit D Business Continuity Plans

Morgan Keegan & Co., Inc. is a wholly-owned subsidiary of Regions Financial Corporation and is registered as a broker-dealer with the Securities and Exchange Commission. Morgan Keegan (herein after "MK") is a member of the New York Stock Exchange, the National Association of Securities Dealers and other major exchanges. As such, MK has been required by rule to create contingency plans in the event a disaster disrupts the Firm's ability to do business.

In response to this rule making, MK has undertaken a study of its business and created contingency plans to address any such interruption of its business. MK identified key departments and personnel within those departments who would be necessary to keep the Firm up and running in the event of a disaster. Provisions have been made for the backup of all hardware and software systems. In the event a disaster shuts down MK's main office, alternate sites have been scouted and equipped to allow for the continuation of the Firm's business.

This disclosure will not attempt to re-create the entire plan, but rather, will attempt to summarize key features of the Plan. The Plan itself is the subject of review and changes. The identity of persons and processes will change over time and MK will endeavor to keep the Plan current with such changes.

In the event of an interruption, an Incident Management Team has been created. This team comprises Senior Managers of various support departments including Operations, Communications, IT, Accounting, Legal/Compliance and Internal Audit. This group will evaluate the severity of the interruption and decide if operations should be moved from the headquarters building at 50 North Front Street.

Each business unit has identified a recovery team leader. In the event of an interruption, the business unit recovery team leader will assemble key team members. Each such business unit will be responsible for notifying its employees if and where they should report.

In the event headquarters facilities at 50 North Front Street are not available, a Disaster Recovery Site has been designated and equipped. This site has been fitted with an independent backup power system. Space has been allocated to each business unit to permit the business units to continue to function.

Short-term and longer-term contingency plans have been created should an incident effectively eliminate the ability to trade from the headquarters at 50 North Front Street. For listed securities, trades will be routed to the New York Office until such time as traders can get to the Disaster Recovery Site. At that point, trading will be handled at the Disaster Recovery Site. For OTC securities, customer orders will be routed to another broker/dealer for execution. Market-making functions will be cancelled until such time as the traders can be relocated to the Disaster Recovery Site. For Options and Fixed Income Securities, trading will resume upon relocation of the traders to the Disaster Recovery Site.

The Business Continuity Planning process also takes into account the information technology needs of the Firm. Backup computer systems have been established. These computers will be reconfigured and restored to the point of any event which caused a system failure. With the restoration of the backup system, all necessary data systems will be functional. The Disaster Recovery Site has been equipped with necessary communications tools. Those services will be switched to the Disaster Recovery Site in the event of a disruption in the headquarters facility.

Exhibit E
Brokerage Transactions Conducted in Regions Bank Locations

If you are meeting with a Morgan Keegan Financial Advisor in a Regions Bank location, you understand that all securities transactions are handled by Morgan Keegan & Company, Inc. You also acknowledge the following:

1. Investments in other than a federally insured certificate of deposit are NOT insured by the Federal Deposit Insurance Corporation (FDIC) or any other federal or state deposit guarantee fund or other deposit insurance. They are not deposits or other obligations of Regions Bank. They are not guaranteed by the bank. They are subject to investment risks, including possible loss of the principal amounts invested.
2. Insurance products sold by Morgan Keegan & Company, Inc., including, but not limited to term life insurance and fixed annuities have the following disclosures that need to be provided:
 - a. The insurance product or annuity is not a deposit or other obligation of, or guaranteed by, the depository institution or its affiliate;
 - b. The insurance product or annuity is not insured by the Federal Deposit Insurance Corporation or any other agency of the United States, the depository institution or its affiliate;
 - c. In the case of an insurance product or annuity that involves an investment risk, there is investment risk associated with the product, including the possible loss of value; and
 - d. The depository institution may not condition an extension of credit on the consumer's purchase of an insurance product or annuity from the depository institution or from any of its affiliates, or on the consumer's agreement not to obtain, or a prohibition on the consumer from obtaining, an insurance product or annuity from an unaffiliated entity.
3. Mutual funds, unit investment trusts, or annuities have a sales charge. It may be charged when you purchase an investment (a front-end load), or it may be charged when you sell it (a back-end load). Your Financial Advisor should explain all applicable sales charges and provide a prospectus relating to any mutual fund, unit investment trust or variable annuity you purchased.
4. Mutual funds, unit investment trusts, stocks, bonds as well as other types of investments may fluctuate in value or in dividends paid. Such fluctuations may be up or down and caused by market conditions or investment performance. Downward fluctuations may result in loss of principal and/or income. When the investment is sold, its value may be higher or lower than the amount you originally paid.
5. With mutual funds, under certain circumstances a reduced sales charge (breakpoint) is available through volume purchases or through agreements (Letter of Intent) to purchase larger amounts over a set period of time.
6. All security transactions are being handled by Morgan Keegan & Company, Inc., and not Regions Bank in whose branch the Morgan Keegan Financial Advisor is located. When you engage in any such security transaction, you are conducting business with Morgan Keegan & Company, Inc., not the bank. The Financial Advisor is an employee of Morgan Keegan & Company, Inc., and not an employee of Regions Bank.
7. Bank tellers, retail deposit-taking bank employees, and other bank employees are not authorized to offer any investment advice.
8. Notwithstanding the identification of Regions Bank, these disclosures are applicable for any activity conducted by Morgan Keegan in any bank, thrift, credit union or other financial institution that accepts deposits

Exhibit F
Regions Bank -Agreement for Deposits Maintained Through Morgan Keegan

Acceptance of this Agreement

By making or maintaining a deposit with Regions Bank (“we,” “us,” and “our”), you and Morgan Keegan & Co., Inc. (“Morgan Keegan”), as your agent, agree to abide by and be bound by this Agreement.

Relationship with Morgan Keegan

You appoint Morgan Keegan as your agent to handle the account transactions and activities. Deposits with us are not obligations of Morgan Keegan and are not guaranteed by Morgan Keegan. Securities made available by Morgan Keegan are not guaranteed by us and are not insured by the FDIC. Your relationship with Morgan Keegan is governed by the terms and conditions of the Morgan Keegan Client Agreement.

Funds Deposited

Morgan Keegan, as your agent, will establish and deposit all funds into the account. The account will be evidenced by a book entry on our account records. No evidence of ownership, such as a passbook or certificate, will be issued to you. No deposits will be accepted directly from you. We may refuse or return all or part of any deposit. All deposits received after our established cutoff hour or on Saturday, Sunday or a bank holiday will be deemed to be deposited on the next banking day. Delivery of items to Morgan Keegan will not constitute delivery of such items to us. All deposits are subject to subsequent verification and correction.

Deposit Insurance

Funds on deposit with Regions Bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to a maximum amount of \$250,000 (including principal and interest) through December 31, 2009. For purposes of determining deposit insurance coverage, accounts or deposits maintained with us will be aggregated. You are responsible for monitoring the total amount of such deposits in order to determine the extent of insurance coverage available to you. Neither Morgan Keegan nor we will be obligated to you for amounts not covered by deposit insurance or for any loss you might incur as a result of a delay in insurance payouts applicable to the account. For more information on FDIC insurance, you may contact the FDIC Office of Consumer Affairs at 800-934-3342 or 202-942-3100, or visit the Web site at www.fdic.gov.

No Individual Withdrawal Privileges

You may not write checks or otherwise make withdrawals against funds on deposit with us. Morgan Keegan, as your agent, will make all withdrawals on your behalf, including withdrawals to transfer funds into your account at Morgan Keegan (such as to pay for securities that you direct Morgan Keegan to purchase for your account).

Internal Accounting of Balances

For most purposes, the account is considered as one account. For internal accounting purposes, however, we reserve the right to treat the account as consisting of separate sub-accounts: a transaction account designated as the “Transaction Sub-Account,” and a savings account designated as the “Savings Sub-Account.” For regulatory purposes, the Transaction Sub-Account is classified as an account from which an unlimited number of transfers of funds may be made. The Savings Sub-Account, however, is classified as a “time” deposit in which the number of transfers from the account is limited to six (6) per statement cycle. The regulatory limitation of transfers from the Savings Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts. Funds on deposit in the Savings Sub-Account will be maximized during each monthly statement cycle by automatic transfers from the Transaction Sub-Account, which will minimize the funds on deposit in the Transaction Sub-Account. In order to accomplish this goal, funds on deposit in the Transaction Sub-Account in excess of a Target Balance (which we may establish and change from time to time in our discretion) will be automatically transferred by Regions to the Savings Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Savings Sub-Account back to the Transaction Sub-Account to cover withdrawals made from the Transaction Sub-Account. Following the sixth transfer from the Savings Sub-Account to the Transaction Sub-Account, no further such transfers will be made until the beginning of the next statement cycle. All transfers of funds between the sub-accounts will be made automatically by us. You will notice no change in the account as a result of these transfers. The structure of the account has no impact on FDIC insurance. We reserve the right to require seven days’ advance notice before permitting a withdrawal from the Savings Sub-Account. We are required by law to reserve this right.

Payment of Interest

Interest will be paid at the rate and on the interest payment dates established from time-to-time. Interest will be calculated on the basis of a 365-day year (366 days in any calendar year that is a leap year) using the daily balance method. The daily balance method applies a daily periodic rate to the principal in the account each day. Interest is

calculated daily and paid monthly on the account. Interest begins to accrue on the business day that collected funds are deposited into the account. We may not pay interest on funds represented by a check or other item that is returned unpaid. Interest rates and annual percentage yields are subject to change at any time in our discretion without notice to you. There is no limitation on the amount that interest rates and annual percentage yields may change. If the account is closed before interest is credited or if there is not a positive balance in the account on the interest payment date, accrued interest will not be paid. The interest rate paid may be higher or lower than the interest rate available to direct depositors for comparable accounts. You should ask your Morgan Keegan Financial Advisor about the current interest rate and annual percentage yield. You also should compare terms, interest rates, charges and other features of the account with other accounts, sweep options and alternatives offered by Morgan Keegan.

Periodic Statements

Morgan Keegan will maintain all records concerning the funds on deposit. Morgan Keegan will be responsible for providing you with periodic statements. We will have no liability for the failure of Morgan Keegan to provide you with any required statements or for any incomplete statements that Morgan Keegan may provide you. Any disputes concerning a statement must be raised in writing with Morgan Keegan. You must report any such irregularity promptly to Morgan Keegan, and in no event later than thirty (30) days after the closing date of the statement. Failure to report such irregularity to Morgan Keegan within thirty (30) days shall preclude you and Morgan Keegan from recovering any amounts from us.

Fees Paid to Morgan Keegan

You acknowledge and understand that fees, including a deposit brokerage fee, will be paid to Morgan Keegan with respect to funds deposited with us and for services provided by Morgan Keegan, including, among other things, maintaining required records. All fees are subject to change from time to time without notice to you.

Verification

You authorize us to investigate, or reinvestigate at any time, any information provided by you or Morgan Keegan, as your agent, in connection with the account, and to request and obtain credit and account information reports and verifications of employment, salary, assets and references for such purpose.

Closing the Account

You may terminate this Agreement and your agency relationship with Morgan Keegan and close or transfer the account at any time, upon notice to Morgan Keegan, but you will remain responsible for any outstanding fees or obligations relating to the account. We and Morgan Keegan, in the sole discretion of either of us, may terminate this Agreement and close the account at any time without notice. This Agreement will continue to govern matters relating to the account that arose before termination or that may arise later.

Claims and Disputes Concerning The Funds

If another person or entity makes a claim against funds deposited with us, or if we have reason to believe there is or may be a dispute over matters, such as the ownership of the funds or the authority to withdraw funds, we may, in our sole discretion: (i) continue to rely on current signature cards, resolutions or other account documents held by Morgan Keegan; (ii) honor the competing claim upon receipt of evidence we deem satisfactory to justify such action; (iii) freeze all or a part of the funds until the dispute is resolved to our satisfaction; or (iv) pay the funds into an appropriate court of law for resolution. If we choose to pay the funds into an appropriate court of law, you agree to reimburse us for all attorney's fees and court costs we incur. No interest will be paid by us on funds deposited with a court of law.

Arbitration and Waiver of Jury Trial

This Agreement involves transactions in interstate commerce. All disputes and claims pertaining to this Agreement, the account (including services linked to the account) or the relationships that arise therefrom, whether based in contract, tort or otherwise, shall be resolved by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA) and the Federal Arbitration Act in Title 9 of the US Code. Arbitration hearings will be held in Birmingham, Alabama. No person entitled to demand arbitration hereunder shall be permitted to assert a dispute or claim that is on behalf of any other person. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. If a dispute or claim is not subject to arbitration for any reason, then the dispute or claim shall be decided in a court of competent jurisdiction without a jury. You and we irrevocably waive all rights to trial by jury.

Indemnification

If we take any action with respect to the funds in accordance with your or Morgan Keegan's, acting as your agent, instructions or orders, or in accordance with this Agreement, and we incur any loss, liability, damage, cost or expense

(including reasonable attorney's fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability, damage, cost or expense and to reimburse us for the amount thereof.

Costs and Attorney's Fees

You agree to reimburse us for our costs and expenses (including reasonable attorney's fees) in connection with any legal process affecting the account, any ownership or authority disputes regarding the account, or any other action regarding the account where we are the prevailing party. We may charge the account for such costs and expenses without further notice to you.

Changing This Agreement

We may change the terms of this Agreement and applicable fees and charges. We also reserve the right to implement additional fees and charges at any time. You will receive notice of a change that is not in your favor. Your continued use of the account after the effective date of the change, as stated in the notice, or after a reasonable time if no such date is stated, will constitute your acceptance of the terms of the change. This Agreement may not be amended or modified orally.

Effect of Waiver

We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other depositors, or to enforce any of our rights with respect to later transactions with you.

Notices

All notices concerning the account are effective when mailed or sent by telegraph, messenger, facsimile or other communications media to the address that Morgan Keegan has for you in its central account records, whether actually received by you or not. Unless otherwise provided in this agreement, notice from you must be in writing to Morgan Keegan and will be effective upon our receipt of such notice from Morgan Keegan, provided we have a reasonable opportunity to act on it.

Force Majeure

You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, natural disasters, and acts of terrorism or war). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

Applicable Law

This Agreement and your deposit relationship with us will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States and the State of Alabama. Our rights under this Agreement and applicable law are cumulative and not exclusive.

Conflicts with Applicable Law And Disclosures

To the extent this Agreement conflicts with any applicable provision of the Uniform Commercial Code, this Agreement shall control; otherwise, this Agreement supplements, but does not displace, the Uniform Commercial Code. If any provision of this agreement conflicts with any applicable disclosure statement we or Morgan Keegan have given you pursuant to the requirements of any law, such as the federal Electronic Fund Transfer Act, the federal Truth-in-Savings Act, or the federal Expedited Funds Availability Act, the provisions of such disclosure statement shall control. Any provision of this Agreement that conflicts with applicable law shall automatically be deemed amended to the extent necessary to make it conform to such applicable law as of the effective date thereof and shall be binding upon you without necessitating that we formally amend this Agreement by the procedures specified herein.

Severability

A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

EXHIBIT G
The Regions Privacy Pledge to Consumers

Confidence is knowing that you have a financial partner that respects and protects the privacy of your personal financial information. At Regions, we are committed to keeping your trust and confidence, therefore we set a high standard on quality service, and we deliver on this standard each and every day – because it's the right thing to do.

The Regions Privacy Pledge is our way of communicating the kind of information we collect, how we use it, and the standards and procedures in place to safeguard your personal financial information.

The Regions family of companies is committed to helping you realize your dreams by anticipating, understanding and meeting your financial needs. As we work together to provide the broad array of financial products and services you want and need, we pledge to protect the personal information you have entrusted to us. *You can be confident that Regions will not sell or share customer information or customer lists to outside marketers or with any non-affiliated person, company, or organization except in legally permitted circumstances.*

INFORMATION WE COLLECT

The information we collect is limited to what we believe is necessary or useful to conduct our business; to administer your records, accounts and funds; to comply with laws and regulations; to help us design or improve products and services; and to understand your financial needs so that we can provide you with quality products and superior service.

We collect this information from the following sources:

- Information we receive from you on applications or other forms, such as your assets, income and other debt.
- Information about your transactions and experiences with us, our affiliates or others, such as your account balance, payment history, parties to transactions and credit card usage.
- Information we receive from a consumer report, such as information regarding your creditworthiness or credit history.
- Information we receive through our online services, such as information relating to Web site navigation, customer contact and optional surveys.
- Information we receive from public records and market research, such as demographic information.
- Information we obtain from outside sources relating to their employment, credit or other relationships with you, such as a verification of employment history, loan or credit card balance or insurance coverage.
- Information we have obtained at your request, such as aggregated information from multiple financial service providers.

INFORMATION WE SHARE

We do not share information about our customers or former customers, except as described in the Regions Privacy Pledge.

Sharing Among Our Affiliated Companies

In the course of our business, we may share some or all of the information described above among our affiliates. We may share information with affiliates providing financial and related services, such as our securities broker-dealers, our insurance companies and agencies, our banks and our mortgage companies. We may also share with our affiliates providing non-financial services, such as our operations and servicing companies. This gives us a more complete knowledge of your total relationship with us and helps us meet your financial needs.

You may direct us not to share information that is assembled or used to determine your eligibility for a product or service, such as that shown on consumer credit reports and asset and income information from applications. Your direction will also limit some but not all marketing from the Regions family of companies, by directing us not to share information about our transactions and experiences with you (such as your account balances and payment history) for the purpose of marketing products or services. If you have already made a choice to limit sharing of information between the Regions family of companies, you do not need to act again.

If you prefer that we not share this information among our affiliates, you may choose to opt out (or ask us not to share within the Regions family of companies). To opt out, simply notify us by calling 1-800-240-2948. Regions customers can also opt out by writing to us at: Regions Bank, Privacy Officer, P.O. Box 10944,

Birmingham, AL 35202. Your opt-out request will become effective as soon as reasonably practicable after we receive it.

We will mail the Regions Privacy Pledge annually to the address to which we send your product or account information. If there are multiple owners of a product or account, we will treat an opt-out request by one of the owners as applying to that owner only, unless that person requests on behalf of other owners that their information not be disclosed.

You only need to notify us once if you choose to limit the information shared among our affiliates. If you have notified us in the past, there is no need to do so again. We will continue to honor your request, subject to modifications by you and other exceptions described in the Regions Privacy Pledge.

We do not share medical or health information among our family of companies except to process transactions or to provide services you have requested or initiated.

Sharing With Companies That Work With Us

In order to conduct company business, and to offer products or services that may complement your relationship with us, we may share some or all of the information we collect, as described above, with the following companies (including our affiliates):

- Companies that perform services for us or on our behalf, such as vendors we hire to prepare account statements or to provide support for one or more of our products and services.
- Companies that perform marketing services on our behalf or other financial institutions with which we have joint marketing agreements, such as insurance companies and credit card issuers.

These companies act on our behalf, and are contractually obligated to keep the information we provide them confidential and to use the information only for the purposes authorized.

Sharing In Other Situations

We may share some or all of the information we collect, as described above, as otherwise authorized or required under applicable law. This includes, for example, disclosures to credit reporting agencies; disclosures to process and service your requested or authorized transactions; disclosures in connection with recording deeds of trust, mortgages and other security instruments in public records; disclosures in connection with subpoenas or other legal processes; disclosures as part of fraud investigations; disclosures in connection with audits and examinations; disclosures in connection with the sale of accounts to another financial institution; and disclosures pursuant to your authorization or consent.

PROTECTING INFORMATION ABOUT YOU

We authorize access to information about you for only those employees who need to know that information as part of their job responsibilities. We also educate our employees about the importance of confidentiality and customer privacy through standard operating procedures, special training programs, and our Code of Conduct. We take appropriate disciplinary measures to enforce employee privacy responsibilities.

Regions also maintains strict information security procedures, including physical, electronic and procedural safeguards, to protect the confidentiality of your information. We will continue to test and update our technology to improve the protection of your information.

We understand your concerns about recent occurrences such as identity theft, and we employ standard identification procedures designed to deter these situations. To protect yourself from fraud and identity theft, the first step is monitoring your credit and checking for accuracy. The law entitles you to receive one free credit file disclosure every 12 months from each of the national consumer credit reporting companies.

Monitoring your credit for accuracy is an important step to take in protecting yourself from fraud and identity theft. Regions does not contact customers via e-mail to verify or request security information. If you receive such a fraudulent e-mail, please do not respond; instead forward it to phishing@regions.com. If you believe your account information may have been compromised, please contact us immediately at 1-800-REGIONS (1-800-734-4667). For more information about guarding your account and personal information, please visit our Web site at www.regions.com.

PROTECTING INFORMATION ABOUT FORMER CUSTOMERS

The Regions Privacy Pledge regarding the collection, use and disclosure of information about former customers is the same as our pledge to current customers.

OTHER HELPFUL PRIVACY INFORMATION

We Want To Maintain Accurate Customer Information

We have established procedures to keep your information current and complete. These procedures include responding to requests to correct inaccurate information in a timely manner. If you believe our customer records contain incorrect information about you, call or write to us at the telephone number or address listed on your account statement, bank records or other documentation, or visit our Web site at www.regions.com to send us a secure e-mail.

We Protect Online Information

To learn more about online security, visit our Web site at www.regions.com and refer to our Online Privacy Guidelines.

You Can Limit Pre-Approved Credit Solicitations

To request that your name be removed from pre-approved credit solicitations developed through credit reporting agencies, you can call 1-888-567-8688 or write to the agencies listed below. Include your name, address and Social Security number.

Experian
Consumer Opt-Out
901 West Bond
Lincoln, NE 68521

Equifax, Inc.
Options
P.O. Box 740123
Atlanta, GA 30374-0123

TransUnion LLC
Name Removal Option
P.O. Box 97328
Jackson, MS 39288-7328

QUESTIONS ABOUT THE REGIONS PRIVACY PLEDGE

If you have questions about the Regions Privacy Pledge or about the privacy of your information, please call us at 1-800-394-0543 between 7 a.m. and 7 p.m. CT, Monday through Friday and from 7 a.m. to 2 p.m. CT on Saturday, or visit our Web site at www.regions.com to send us a secure e-mail.

KEEPING UP TO DATE WITH THE REGIONS PRIVACY PLEDGE

The Regions Privacy Pledge is subject to change. You can always review the current Regions Privacy Pledge on our Web site at www.regions.com, or visit any of our offices to obtain a copy. We will notify you annually about the Regions Privacy Pledge as long as you maintain an ongoing relationship with us.

MISCELLANEOUS INFORMATION

The Regions Privacy Pledge applies to individuals who obtain or have obtained from us a financial product or service that is used primarily for personal, family or household purposes. The laws of some states may impose separate or additional requirements before particular types of information about customers in those states can be disclosed. This Regions Privacy Pledge is provided in compliance with applicable law and replaces all prior notices, statements or agreements with respect to the same subject matter.

SPECIAL PRIVACY NOTICE FOR CALIFORNIA AND VERMONT RESIDENTS

California and Vermont law place additional limits on disclosing information about California and Vermont residents so long as they remain residents of those states.

In accordance with California law, we will not disclose information we collect about California residents to unaffiliated companies, except as permitted by law, which includes disclosures with the consent of the California resident and disclosures to service the resident's accounts with us, as well as other lawful disclosures.

In accordance with Vermont law, we will not disclose information we collect about Vermont residents to unaffiliated companies and will not disclose application and third party credit-related information about Vermont residents to our affiliated companies except as follows: as permitted by law; to companies that perform marketing or other services on our behalf; name, contact and transaction and experience information to other financial institutions with which we have joint marketing agreements; or with the authorization or consent of the Vermont resident.

COMPANIES THAT MAKE THE REGIONS PRIVACY PLEDGE

The Regions Privacy Pledge is made and issued by the following Regions companies that furnish consumer financial products and services: Regions Bank and other companies with the Regions name, Morgan Keegan & Company, Inc. and other companies with the Morgan Keegan name, Morgan Asset Management, Inc., Regions Insurance Group, INC., Regions Insurance, INC., and Regions Insurance Services, INC.

Some of our affiliates may issue separate privacy notices.

WHEN FINANCIAL ADVISORS LEAVE MORGAN KEEGAN

Morgan Keegan has joined nearly 200 other securities broker-dealers in signing a protocol that permits departing financial advisors to use limited client contact information to solicit clients to join the financial advisor at a non-affiliated firm – provided that the financial advisor's new firm has also signed the protocol. The client contact information that the financial advisor may use is limited to your name, address, email address, phone number and account title.

¿Habla usted español?

Para solicitar una copia en texto de esta guía en español, favor de llamarnos a 1-800-REGIONS (1-800-734-4667) o visite nuestra página en la internet www.regions.com/espanol.

A large print version of this Privacy Pledge is available by calling 1-800-REGIONS (1-800-734-4667) or by visiting any Regions Bank office.

WWW.REGIONS.COM

Revised 2009

EXHIBIT H
Amendments and Changes

Since the last publication to this Agreement, the following changes and/or amendments have been made. Please insert the mailings or other copies here.

CHANGE # 1:

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EXHIBIT I
Fee Based Terms and Conditions

Advisory Agreement

The account terms in this Exhibit I may be unique to the fee-based programs offered by the Wealth Management Services department of Morgan Keegan & Company, Inc. ("Morgan Keegan"). This document ("Advisory Agreement") supplements, and is to be read in conjunction with your New Account Form and Disclosure Booklets you received when you opened up your brokerage account with Morgan Keegan. The first twenty-three (23) sections are general and applicable to all of our fee-based programs unless otherwise indicated. The details of your specific program are found in their own section in this document and are denoted by the caption heading. The individualized program sections and program agreements shall control in the event of a conflict with the Introductory Clauses section. The ADV Schedule H (Wrap Brochure) and ADV Part II are incorporated by reference into this Exhibit I. You will receive the applicable fee-based ADV disclosures upon opening the account, and client has a right to terminate the contract without penalty within five business days after entering into the contract.

INTRODUCTORY CLAUSES

1. Investment Advisory Services

Client acknowledges receipt of investment advisory services under this Advisory Agreement.

2. Account Fee

Client shall compensate Morgan Keegan for its services, on a quarterly basis in advance, in accordance with the fee schedule (the "Account Fee") set forth on the New Account Form. Morgan Keegan and Client acknowledge that the fee schedule includes fees for discretionary mutual fund asset allocation services, custody of assets, execution, and investment advice. There will be disclosed as applicable other fees. For example, as set forth in a prospectus, an outside manager's ADV, or fees payable to an overlay manager.

The initial quarterly payment of the Account Fee, payable to Morgan Keegan and due in full on the date the Account is accepted by Morgan Keegan, will be the amount, pro-rated for the number of days remaining in the quarterly period, due for the initial calendar quarter from the date of the execution of this Advisory Agreement and will be based upon the market value of the assets held in the Account at the date of execution of this Advisory Agreement. Thereafter, the Account Fee will be based upon the market value of the Account assets on the last business day of the previous quarter and will be due the following business day.

If based on the assets under management, the fee will be an annual percentage as identified on the New Account Form, payable in advance on a quarterly basis. As noted in the preceding paragraph, the initial quarterly payment of the Account Fee is due in full on the date the Account is accepted by Morgan Keegan. As the time period the account is open is less than a quarter, this Account Fee due for the initial calendar quarter will be the amount, pro-rated for the number of days remaining in the quarterly period, from the date of the execution of this Advisory Agreement. It will be based upon the market value of the assets held in the Account at the date of execution of this Advisory Agreement. If not based on a percentage, the Account Fee will be described in detail as set out in the specific program or services agreement and be acknowledged by the Client.

The amount of the Account Fee due will be debited to the Account on each due date. Nevertheless, the Client may pay the Account Fee from outside funds provided Morgan Keegan is so notified in advance and such outside funds, sufficient to pay the Account Fee due, are paid to Morgan Keegan on or prior to the due date.

To the extent required, Morgan Keegan will, at no additional charge, apart from those fees described herein, maintain custody of securities in the Account. To the extent received, Morgan Keegan will also credit the Account with dividends and interest paid on securities held in the Account and with principal paid on called or matured securities.

Client understands that a portion of the assets in the Account may be held in cash and that they may be periodically invested in money market mutual funds. Client further understands that money market funds affiliated with Morgan Keegan may be used as temporary investment vehicles for the Account to the extent permitted by law and Client consents to the use of such affiliated funds in connection with the Account. Assets in such funds are subject to various fees and expenses, which are ultimately borne by the investor. Morgan Keegan is expressly authorized to receive commissions or fees associated with Client's investment in such money market funds as described in the prospectus of such funds.

Client understands that Morgan Keegan shall be entitled to the Account Fee chargeable on an Account of the applicable minimum size, if any, should the opening value of the Account be less than the required minimum, or

should a withdrawal result in the value of the Account declining below the required minimum. If additional cash, securities or other assets are deposited during the first two months of any quarter, an additional Account Fee, prorated for the number of days remaining in the quarterly period and covering the total value of the accepted assets, may be charged in the sole discretion of Morgan Keegan and, if charged, will become due on the date of such acceptance. No fee adjustment will be made for partial withdrawals by Client during any quarter or for the appreciation or depreciation in the Account value during any quarterly period. Morgan Keegan shall also have the right to terminate any Account whose value declines below the required minimum, if any. Should this Advisory Agreement be terminated, any unearned portion of the Account Fee will be refunded on a pro-rate basis, determined by the day's remaining in the calendar quarter billing period.

Client is advised that, in addition to the Account Fee paid by Client pursuant to this Advisory Agreement, any mutual fund in which assets are invested by Client pays separate investment advisory fees and other expenses for which Client bears a proportionate share. Client may purchase mutual funds, whether on a load or no-load basis, directly from the mutual fund company without using Morgan Keegan's services. Furthermore, Client is advised that the same or similar services provided pursuant to this Advisory Agreement may be available from other firms for a fee lesser or greater than that charged pursuant to this Advisory Agreement.

Except as specifically noted, the Account Fee does not include any compensation made on the basis of a share of the capital gains upon, or capital appreciation of, the Account assets, as prohibited by the Investment Advisers Act of 1940, as amended.

Should this Advisory Agreement be terminated on other than the last day of the quarter, any unearned portion of the Account Fee will be refunded on a pro-rata basis, determined by the day's remaining in the calendar quarter billing period.

ERISA Accounts – 12b-1 Fee

Fees covering marketing and distribution costs of mutual funds are commonly referred to as 12b-1 fees. In the event 12b-1 fees are paid with regards to certain mutual fund holdings in this account, such 12b-1 fees will be automatically credited against the account fee. Please note that Morgan Keegan is unable to credit 12b-1 fees for proprietary mutual fund shares which include any mutual fund in the Regions Morgan Keegan Select Fund family.

Non-ERISA Accounts – 12b-1 Fee

Fees covering marketing and distribution costs of mutual funds are commonly referred to as 12b-1 fees. These 12b-1 fees may only be credited for mutual fund shares held in street name or with Morgan Keegan named as broker of record for the shares. Morgan Keegan is unable to credit 12b-1 fees for proprietary mutual fund shares which include any mutual fund in the Regions Morgan Keegan Select Fund family. Additionally, 12b-1 fees may not be credited to a Client engaged in broker-dealer activities. In the event 12b-1 fees from certain mutual fund holdings in this account are credited against the account fee, such credit will occur automatically to the account unless you choose to forego such credit.

3. Unmanaged Assets

In addition to the assets subject to this Advisory Agreement, the Client may hold other assets (Unmanaged Assets) in the Morgan Keegan account in which the assets subject to this Advisory Agreement are held. Any such Unmanaged Assets shall not be subject to any of the terms of this Advisory Agreement and specifically any such Unmanaged Assets shall not be included for Account performance calculation purposes nor shall they be included for Account valuation purposes in determining the Account Fee due.

4. Account and Performance Statements

Following the first calendar quarter in which the Account is opened, and monthly thereafter, Morgan Keegan will, at no additional charge, furnish Client with Morgan Keegan's account statement detailing positions and activity for the period. Morgan Keegan will also furnish Client with confirmations of transactions executed by Morgan Keegan for the Account. Following the first calendar quarter in which Client's Account is open for 31 days or more, and quarterly thereafter, Morgan Keegan will, at no additional charge, furnish Client quarterly performance reports with respect to the Account.

Upon written request, Morgan Keegan will provide hard copies of the quarterly performance report to Client, mailed to the address of record. Otherwise, quarterly performance reports are available on the Internet via Morgan Keegan's Client Access. Client must request access to quarterly performance reports via the Internet.

5. Agency Cross Transactions

Client hereby grants Morgan Keegan and its affiliates the authorization to effect “agency cross” transactions (i.e., transaction in which Morgan Keegan, or any person controlling, controlled by or under common control with Morgan Keegan, acts as broker for the party or parties on both sides of the transactions) with respect to the Account to the extent permitted by law. Client acknowledges that Morgan Keegan may receive compensation from the other party to such transactions (the amount of which may vary) and that, as such, Morgan Keegan will have a potentially conflicting division of loyalties and responsibilities. Client may revoke this consent to “agency cross” transactions, as described herein, at any time by written notice to Morgan Keegan.

Pursuant to the provisions of Section 11(a) of the Securities Exchange Act of 1934, and Rule 11a2-2(T), thereunder, certain transactions effected by Morgan Keegan for certain Clients on a national or regional securities exchange must be executed through a floor broker unaffiliated with Morgan Keegan. Unless otherwise expressly provided by Client, Client consents to Morgan Keegan and its affiliates acting as broker for the Account under such circumstances and to retaining compensation received in connection therewith as permitted by applicable law.

6. Valuation

Any security or other asset in the Account(s) may be valued by Morgan Keegan in a manner intended in good faith to reflect fair market value, but any such valuation shall be no guarantee of any type with respect to the value of the assets in the Account(s), nor as to the accuracy of any data obtained from sources other than Morgan Keegan. Any margin debit shall not serve to reduce the value of any of the assets in the Account(s) for valuation purposes in determining the Account Fee. Short market positions in Account Assets (other than those resulting from short sales made “against the box”) will be valued by determining the equivalent long market positions (i.e., the number of shares sold short and the price per share). Short market positions in Account assets resulting from short sales made against the box will not be included for valuation purposes in determining the Account Fee.

7. Client Authority

If this Advisory Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the execution of this Advisory Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws; that such trustee or fiduciary is duly authorized to enter into this Advisory Agreement, and that all fees, expenses and costs are properly chargeable to the Account(s); that the services provided herein are necessary for the prudent administration of the Account(s) assets; and the proposed arrangement will not violate any expense limitations or other restrictions applicable to the Account(s) assets. Such trustee or fiduciary agrees to provide such supporting documentation as may be reasonably required by Morgan Keegan. Except as previously disclosed to Morgan Keegan, Client warrants that any securities delivered to Morgan Keegan are free of any lien, security interest or encumbrance, including constructive liens. If Client is a corporation, the signatory on behalf of such Client represents that the execution of this Advisory Agreement has been duly authorized by appropriate corporate action and Client agrees to provide such supporting documentation as may be reasonably required by Morgan Keegan. Client undertakes to advise Morgan Keegan of any event which might affect this authority or the propriety of this Advisory Agreement.

If the Account(s) is subject to ERISA, the person signing this Advisory Agreement on behalf of Client acknowledges that he/she is a “named fiduciary” with respect to the control or management of the assets of the Account(s) in accordance with the requirements of ERISA and that he/she is independent of, and unrelated to Morgan Keegan or any of its affiliates.

8. Additions/Withdrawals

It is understood that Client may make additions to, and withdrawals from, the Account(s). All provisions of this Advisory Agreement shall apply to any such additions or withdrawals.

9. Services to Other Clients

Client understands that Morgan Keegan, and its affiliates perform, among other things, investment banking, research, brokerage, and investment advisory services, including those to be rendered pursuant to this Advisory Agreement, for other clients. Client recognizes that Morgan Keegan, or any of its affiliates may give advice and take action in the performance of their duties to such other clients (including those who may also be participants in similar arrangements with similar investment objectives) which may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Advisory Agreement shall be deemed to impose upon Morgan Keegan, or any of its affiliates, any obligation to purchase or sell, or implement, or to recommend for purchase, sale or implementation by Client, any investments or account strategy which Morgan Keegan, or any of its affiliates, may purchase, sell or implement, or recommend for purchase, sale or implementation, for its or their own account, or for the account of any other client. Client also acknowledges that Morgan Keegan and its affiliates may, by reason of its investment banking or other such activities as described above, from time to time acquire confidential information. Client acknowledges

and agrees that Morgan Keegan is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Advisory Agreement.

10. Assignment

No assignment (as that term is defined in the Investment Advisers Act of 1940, as amended) of this Advisory Agreement shall be made by Morgan Keegan without the consent of Client; nor shall Client assign this Advisory Agreement without the consent of Morgan Keegan.

11. Termination

This Advisory Agreement may be terminated at will by either party giving written notice of such termination to the other and termination will become effective upon receipt of such notice. Such termination will not, however, affect the liabilities or obligations of the parties under this Advisory Agreement arising from transactions initiated prior to such termination. Upon the termination of this Advisory Agreement, Morgan Keegan shall be under no obligation whatsoever to recommend any action with regard to, or to liquidate, the securities or other assets in the Account(s); provided, however, that Morgan Keegan may complete any transactions pending as of the termination date or retain amounts in the Account(s) sufficient to effect such completion. Upon termination, Client shall issue instructions in writing to Morgan Keegan regarding any assets held in the Account(s). Client is also responsible for providing Morgan Keegan with the name of another custodian at the time this Advisory Agreement is terminated. If Client chooses not to maintain custody of the Account(s) with Morgan Keegan, Morgan Keegan shall not be liable for any loss or diminution of value in the Account(s) as a result of Client's failure to provide timely instructions to Morgan Keegan regarding disposition of the assets in the Account upon termination.

12. Bonding

If the Account(s) is/are an employee benefit plan subject to ERISA, Morgan Keegan hereby represents that it maintains an appropriate bond as required by the provisions of ERISA.

13. Entire Advisory Agreement and Severability

In addition to this Advisory Agreement, Client has (except in limited cases) executed a Morgan Keegan Client Agreement. This Advisory Agreement, the Morgan Keegan Client Agreement and any related Account documents represent the entire agreement between the parties with respect to the services provided herein and may not be modified or amended except in writing signed by the party to be charged. If any term or condition of this Advisory Agreement shall be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule or regulation, decision of a tribunal or otherwise, then the remainder of this Advisory Agreement shall not be affected thereby, and each and every term and condition of this Advisory Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law. Nothing contained herein shall in any way constitute a waiver or limitation of any rights, which Client may have under any federal securities laws, rules or regulations.

14. Representations by Morgan Keegan

Morgan Keegan represents that it is registered as an investment adviser under the Investment Advisers Act of 1940, as amended.

15. Receipt of Disclosure/Incorporated by Reference

Client acknowledges receipt of the Morgan Keegan Disclosure Form ADV Part II or the applicable Schedule H, Wrap Account Brochure, at the time of entering into this Advisory Agreement. Client shall be entitled to terminate this Advisory Agreement within five (5) business days of its acceptance by Morgan Keegan without incurring a penalty or charge. The information and disclosures contained in Form ADV Part II and/or the applicable Schedule H, Wrap Account Brochure(s) are incorporated by reference into this Advisory Agreement.

16. Proxies

If the Account is subject to ERISA, decisions on the voting of proxies are the responsibility of the trustee(s) of the account or named fiduciary of the Account, and Morgan Keegan is precluded from taking any action or rendering any advice with respect to the voting of proxies.

If the Account is not subject to ERISA, Morgan Keegan will not be required to take any action or render any advice with respect to the voting of proxies solicited by, or with respect to the issuers of any securities held in the Account, nor will it be obligated to render any advice or take any action on behalf of the Client with respect to securities or other investments held in the Account, or the issuers thereof, which become the subject of legal proceedings, including bankruptcies.

See the particular details to the wrap program as to any specific proxy rules.

17. Notices and Directions

Unless otherwise specified herein, all notices with respect to matters contemplated by this Advisory Agreement shall be in writing and addressed, if to Morgan Keegan, to the Compliance Department, Morgan Keegan & Company, Inc., 50 North Front Street, Memphis, TN 38103 and, if to the Client, at such address or addresses as shall be specified, in each case, in a written notice provided to Morgan Keegan in the manner set forth herein. All directions by or on behalf of the Client to Morgan Keegan shall be in writing and signed by the Client or an individual legally designated by the Client.

Morgan Keegan shall be fully protected in relying upon any direction received from an individual who has been properly designated in accordance with Section 7 above to give such directions until it receives a written notice indicating that the individual in question is no longer authorized to give such directions or that a new individual is so authorized in his or her place or until it has reason to believe that such directions are no longer valid. Morgan Keegan shall be fully protected in acting upon any instrument, certificate or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and Morgan Keegan shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

18. Execution Services

Morgan Keegan will provide execution services relative to purchase and/or sale transactions for Client's Account. In connection with transactions effected for the Account, Client authorizes Morgan Keegan to establish accounts in its name with members of national or regional securities exchanges and the NASDAQ electronic stock market, including "omnibus" accounts established for the purpose of combining orders for more than one client, where it is appropriate to do so.

Client authorizes and instructs each Adviser to effect securities transactions through Morgan Keegan, subject to the Adviser's duty to seek best execution for trades with respect to the Account. Client understands that because the Fees hereunder only cover transactions effected through Morgan Keegan, brokerage transactions for securities normally will be executed through Morgan Keegan but that an Adviser may choose to effect transactions on behalf of the Account through or with a broker or dealer other than Morgan Keegan. In general, these transactions will be effected other than through Morgan Keegan when the transaction cannot be effected through Morgan Keegan due to regulatory or other constraints or when the Adviser reasonably believes that the other broker or dealer may effect such transactions at a price, including any brokerage commission or dealer markup or markdown, that is more favorable to the Account than would be the case if the transactions were effected through Morgan Keegan. In the selection of such broker-dealer, the Adviser may consider all relevant factors, including execution capabilities, speed, efficiency, confidentiality, familiarity with potential purchasers or sellers or other relevant factors.

Client understands that it is authorizing the use of Morgan Keegan as the broker dealer for execution of all transactions in the Account as determined by the Investment Advisor. Thus, it should be understood by the Client that the Investment Advisor may not be able to negotiate commissions, obtain volume discounts and best execution may not be achieved. Client hereby acknowledges that, because the Client is paying a single fee for a number of services provided pursuant to this Advisory Agreement, the Investment Advisor will not negotiate fees or charges with respect to transaction in securities which the Investment Advisor has been directed to execute through Morgan Keegan. Rather, a portion of such single fee is allocated by Morgan Keegan for brokerage execution costs. As a result, and depending upon the number of transactions that occur in the Account, the aggregate fees or charges payable by the Client for transactions initiated by the Investment Advisor and the other services provided pursuant to this Advisory Agreement may be higher than the aggregate fee or charges the Client would pay if the Client were to negotiate the fees and charges of each service provider separately and the Investment Advisor were to negotiate the fees and charges of each transaction separately.

Client hereby acknowledges that when recommending or effecting a transaction in a particular security for more than one client, Adviser(s) shall allocate such recommendations or transactions among all client for whom such recommendation is made or transaction is effected on such basis as Adviser(s) deems equitable. Client acknowledges that, unless transaction for multiple client are aggregated as described above, transactions in a specific security may not be recommended or effected at the same time or at the same price for all client accounts for which such transaction will be recommended or effected. Adviser(s) shall not be required to give Client priority over any other client.

Client further acknowledges that Adviser(s) shall not reconcile the individual transaction confirmations for Client's Account(s) with the records of Morgan Keegan showing the assets held in the Account(s). Client agrees to be responsible for reconciling such records.

Client further understands and acknowledges that, in the event multiple Advisers are utilized, these Advisers may give advice and take actions, which may differ, from advice given or action taken by other Advisers even with respect to Client's other accounts.

Client hereby represents that the direction to effect transactions through Morgan Keegan is for the exclusive benefit of such Client and shall not cause such Client to engage in a prohibited transaction as defined in the Employee Retirement Income Securities Act of 1974, as amended ("ERISA"), if such Client is subject to ERISA.

19. Representations by Client

The retention of Morgan Keegan as investment advisor with respect to the investment of all assets held in the Account is authorized by the governing documents, if any, relating to the Account or if the Account is subject to ERISA, the terms of the Plan and its concomitant trust Advisory Agreement. The terms of this Advisory Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law or otherwise; This Advisory Agreement has been duly authorized by appropriate action and, when executed and delivered, will be binding upon the Client in accordance with its terms; If the Account is subject to ERISA, the undersigned, as named fiduciary, has authority under the terms of the Plan to appoint an investment manager, as defined in Section 3(38) of ERISA; and Client will deliver to Morgan Keegan such evidence of such authority as Morgan Keegan may reasonably require, whether by way of a certified resolution or otherwise.

20. Standard of Care

Morgan Keegan and its affiliates and their respective present and former directors, officers, employees and agents shall not be liable to Client for: (i) any act done or omitted by any of them under this Advisory Agreement so long as such act or omission shall not have involved gross negligence, willful malfeasance or bad faith on their part, or reckless disregard of their obligations and duties under this Advisory Agreement or, (ii) any misstatement or omission in any Profile or Disclosure Statement/Document.

Notwithstanding the foregoing, Client understands that the persons protected from liability as described above may owe duties to Client under the Investment Advisers Act of 1940, as amended, ERISA or other federal or state statutes, or rules or regulations thereunder, or the rules or regulations of self-regulatory organizations, the breach of which may confer upon Client certain rights of action against those persons even if such breach did not involve a violation of the standards of care set forth above. Accordingly, those standards are not intended to constitute or be construed as a waiver or limitation of any such rights of action.

21. Applicable Law

This Advisory Agreement shall be administered, construed and enforced in accordance with the laws of the State of Tennessee without giving effect to the choice of law or conflict of laws provisions thereof; provided, however, that nothing herein shall be construed in any manner inconsistent with the Investment Advisers Act of 1940, as amended (or any rule, regulation or order promulgated thereunder), ERISA (or any rule, regulation or order of the Department of Labor promulgated thereunder) or the investment advisory laws of any state (or any rule, regulation or order thereunder) whose investment advisory laws apply to the relationship created under this Advisory Agreement. All transactions for the Account(s) shall be subject to the rules and regulations of all applicable federal, state and self-regulatory agencies or organizations including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, Inc. ("FINRA"), Inc. and the Board of Governors of the Federal Reserve System.

22. Alternative Investments

Generally

Some or all Alternative Investments may not be suitable for certain investors. In addition, certain investors may be precluded from participation in Alternative Investments by virtue of, among other things, their residence and financial situation. Many of the Alternative Investments require investors to be "qualified purchasers" within the meaning of federal securities laws (generally, individuals who own at least \$5 million in "investments" and institutional investors who own at least \$25 million in "investments", as such term is defined in the federal securities laws). Clients who are ineligible to utilize Alternative Investments may be precluded from investment opportunities available to those Clients who are eligible to utilize Alternative Investments. In addition, restrictions on additions and withdrawals from Alternative Investments may limit or preclude client from other investment opportunities. No assurances can be given by Morgan Keegan or the Overlay Manager that the investment objectives of Alternative Investments utilized in the Account(s) will be achieved. The past performance of an Alternative Investment is not necessarily indicative of future results. Many Alternative Investments are placed pursuant to exemptions from securities registration and, for example, may not be subject to the same regulatory requirements as mutual funds or other securities. In addition to general risks, including but not limited to, risk of loss of principal, illiquidity of certain investment vehicles and lack of

transparency with respect to specific holdings, each Alternative Investment will be subject to its own specific risks, including strategy and market risk. Certain Alternative Investments result in the Client's receipt of tax reporting information on Schedule K-1. As a result, a Client whose Account(s) utilizes Alternative Investments will likely be required to obtain extensions for filing federal, state and local income tax returns each year.

ERISA Accounts

Alternative Investments may, in certain instances, accept contributions from benefit plans which are subject to ERISA (generally excluding foreign, church or governmental plans), any plan which is subject to Section 4957 of the Internal Revenue Code, and any entity whose underlying assets include plan assets by reason of a plan's investment in such entity. Clients whose Account(s) is subject to ERISA may be limited or prohibited from participating in Alternative Investments and must consult with Morgan Keegan and their independent advisors and review the Offering Documents of the Alternative Investments prior to investment.

23. Miscellaneous

Morgan Keegan reserves the right to refuse to accept this fee based Advisory Agreement in its sole discretion and for any reason. For the purpose of referring to this Advisory Agreement, the date of execution of this Advisory Agreement shall be the date of acceptance by Morgan Keegan. As used herein, reference to persons in the masculine gender shall include persons of the feminine gender. References in the singular shall, as and if appropriate, include the plural. All paragraph headings are for convenience and reference only, do not form a part of this Advisory Agreement and shall not affect in any way the meaning or interpretation of this Advisory Agreement. In no event will Morgan Keegan be obligated to execute any transaction, which it believes would be volatile of applicable state or federal law, rule or regulation, or of any rule or regulation of any regulatory or self-regulatory body.

Client shall have the right to (i) withdraw, vote, hypothecate and pledge the securities in the Account, (ii) receive confirmations of Account transactions from Morgan Keegan, and (iii) instruct Morgan Keegan to refrain from purchasing particular securities or to impose restrictions relating to the Account. Client understands that any such restrictions imposed by Client directing Morgan Keegan not to purchase particular securities may impair the attainment of the Client's investment objectives and the Account's performance.

Morgan Keegan shall provide continuous investment advice to each Client based upon the individual needs of that Client as made known to Morgan Keegan by the Client. Morgan Keegan and the designated Financial Advisor are available, upon reasonable request, to consult with Client concerning any changes in the Client's financial situation and/or investment objectives, or concerning the performance of the Account.

The mutual fund and/or its distributor, if any, will execute all purchase and sale orders, maintain custody of its portion of the Account assets and perform such custodial functions including the crediting of dividends and capital gains to the Account and will send confirmations and statements of transactions to the Client.

In connection with the services being provided to Client, Morgan Keegan is entitled to rely upon the financial and other information provided by the Client in the Investment Objective Questionnaire (the "Questionnaire"). Client acknowledges completion of the Questionnaire and further represents that the financial and other information provided by the Client is true, correct and complete in all material aspects. Client agrees to promptly inform Morgan Keegan in writing of any material change to such information and to provide any additional information as may be requested by Morgan Keegan. Client acknowledges receipt of a prospectus for each of the mutual funds in which Client has chosen to invest.

Client acknowledges it is receiving continuous investment advisory services under this Advisory Agreement as further outlined in Section 1 and elsewhere in this advisory Agreement from Morgan Keegan. These services include, but are not limited to the following items:

As required, Morgan Keegan, through its Financial Advisor or other resources may identify and quantify investment objectives, asset allocations, and portfolio development. The Financial Advisor may consult with the Client and the Investment Adviser on both an initial and periodic basis. Morgan Keegan may furnish performance and evaluation tools, and conduct overall investment planning. Morgan Keegan will deliver an individualized quarterly performance report to the Client. Account fees will be calculated on a fee basis versus a transaction unless specifically noted in the other than the Wrap fee programs.

WRAP PROGRAMS

PREFERRED FUNDS DISCRETIONARY ACCOUNT

1. Management Authority

The Client hereby designates Morgan Keegan the agent and attorney-in-fact with respect to the Account, with full power, authority and discretion to manage the Account by directing the buying, selling, changing, investing or reinvesting of any or all of the assets in the Account. In carrying out its responsibilities, Morgan Keegan shall consider such factors such as investment objectives and account guidelines, as are communicated in writing to Morgan Keegan from time to time by the Client, including any reasonable restrictions posed by the Client.

Morgan Keegan will execute all purchase and sales orders and will maintain custody of all assets in the Account and perform all clearance, settlement, and other functions, as the case may be, incidental to the effecting of transactions in the Account.

Morgan Keegan will invest and reinvest the assets comprising the Account consistent with the guidelines of the Morgan Keegan WMS Preferred Funds Discretionary Program as set forth in the Schedule H of Form ADV.

Free credit cash balances in the Account will be invested automatically on a daily basis in shares of one or more available money market mutual funds pursuant to an automatic cash sweep program. Morgan Keegan will provide the Client with a prospectus, which will contain information relating to the money market fund, including charges and expenses associated with it.

Client understands that, under this Advisory Agreement, Morgan Keegan will perform discretionary acts with respect to the Account including portfolio rebalancing. Such portfolio rebalancing shall be conducted when necessary. Client understands that neither s/he nor the financial advisor will be notified that a rebalancing of the Account has occurred.

2. Services

Morgan Keegan will provide Client with the following advisory and consulting services with respect to Client's purchase of shares of mutual funds in the Client's Account:

- a. An evaluation to assist in the determination of the Client's investment objectives, including performance goals and risk tolerance;
- b. Suggested allocation of assets among mutual fund portfolios based upon Client's investment objectives, risk tolerances, and investment time frame;
- c. Furnishing to the Client of trade confirmations as produced, monthly statements that itemize transactions, report holdings and reflect the valuation of the Account, and on a quarterly basis, a performance analysis of Account.

These services are designed to assist Client in determining which mutual funds are most appropriate for the Client's indicated investment objectives, performance goals and risk tolerance parameters, and to provide Client with periodic analytical information to assist Client in determining when and if Account assets should be reallocated.

Mutual funds available to Morgan Keegan for the services provided pursuant to this Advisory Agreement will include both "no load" and "load waived" ("load" refers to a sales charge) and Exchange Traded Funds ("ETFs") which agree to accept trades from Morgan Keegan on behalf of the Client and which are affiliated with the National Securities Clearing Corporation Operations Program, also known as "Fund/SERV" or "Networking". A list of these funds is available upon request. Both "no load" and "load waived" funds purchased pursuant to this Advisory Agreement are purchased at Net Asset Value.

The mutual fund and/or its distributor, if any, will execute all purchase and sale orders, maintain custody of its portion of the Account assets and perform such custodial functions including the crediting of dividends and capital gains to the Account and will send confirmations and statements of transactions to the Client.

PREFERRED MANAGERS ACCOUNT

1. Investment Management Services

In accordance with the investment objectives of the Client as stated in the completed Investor Profile Questionnaire, Morgan Keegan is to invest and reinvest the securities, cash and other assets held in the Account(s). Consistent with

the Client's investment objectives, investments may be made in securities of any type, including but not limited to common or preferred stocks, warrants, corporate or government bonds or notes and shares of money market mutual funds.

The Client understands that Morgan Keegan may engage one or more investment adviser ("Adviser(s)") to invest and reinvest all or a portion of the assets in the Account(s). As set forth below, each such Adviser(s) shall have the same authority which Morgan Keegan is granted to invest and reinvest such cash, securities and other assets held in the Account(s) as Morgan Keegan, on behalf of Client, may from time to time, commit to that Adviser(s). The attached New Account Form identifies the Advisers initially engaged and, where multiple Advisers are engaged, the allocation of the portfolio to each such Adviser. These Advisers and the allocations are subject to change by Morgan Keegan in accordance with the terms herein.

Morgan Keegan will provide a written disclosure document, as required by Rule 204-3 under the Investment Advisers Act of 1940, as amended, describing each Adviser designated in the attached New Account Form(s) engaged by Morgan Keegan to invest Client's assets. Client also acknowledges receipt of the designated Adviser(s) profile. Client has read such profile and understands each such Adviser's investment techniques, disciplines and related risk factors. Based on its review of these materials, Client consents to the engagement by Morgan Keegan of the initially designated Adviser(s) pursuant to the terms of this Agreement or as may later be removed, replaced or added by Client by execution of a fresh New Account Form(s). Morgan Keegan shall have the authority to appoint, remove, replace and/or add Advisers as deemed appropriate. Before Morgan Keegan engages an Adviser or Advisers or transfers Client assets from one Adviser to another, Morgan Keegan will notify the Client oral or in writing and will strive to obtain the oral or written concurrence of the Client. It is understood, however, that Morgan Keegan need not seek nor obtain the Client's concurrence in circumstances where such action is not reasonably practicable, but that Morgan Keegan will provide Client with prompt oral or written notice of such event. Client understands that an Adviser's past performance is not necessarily indicative of future performance, and in that regard, Morgan Keegan will not be expected to review with the Client whether a change in Advisers is warranted unless Morgan Keegan determines, based on its review at quarterly intervals, that any Adviser selected fails to meet certain minimum standards established by Morgan Keegan. In the event any Adviser chosen for any Account is a partnership, Morgan Keegan will notify Client of any change in the membership of such partnership within a reasonable time after such change. Client may request in writing an Adviser change and Morgan Keegan will endeavor to implement that change as soon as is reasonably practicable.

In connection with the advisory service being provided to Client, Morgan Keegan and Adviser(s) are entitled to rely upon the financial and other information provided by the Client in the Application packet for the Morgan Keegan Preferred Managers Program. Client agrees to inform Morgan Keegan in writing of any material change in Client's financial circumstances and/or investment objectives that might affect the manner in which Client's assets should be invested and to provide Morgan Keegan with any such information as it shall reasonably request. Morgan Keegan will conduct written and oral communications with Client, except that Client may be directed to Adviser(s) for complex and non-routine questions or communications and Adviser(s) may communicate with Client as the need arises on matters concerning investment of Client's assets in the Account(s).

2. Multiple Managers

Where multiple Advisers are engaged to invest and reinvest portions of the Client's assets, that portion of Client's assets committed to an individual Adviser will be apportioned to a separate Morgan Keegan account number. The account number and the Adviser(s) assigned thereto along with the Adviser's particular style, the initial investment committed to each Adviser and the applicable fees(s) are all set forth on the attached New Account Form. Client hereby, consents to any removals, replacement and/or additions to the Advisers initially designated in the attached New Account Forms. Each of the individual accounts is the subject of a separate Morgan Keegan client agreement.

PREFERRED DIVERSIFIED PORTFOLIO ACCOUNT

1. Investment Management Services

Client acknowledges that under the terms of the Preferred Diversified Portfolio Program, that Morgan Keegan has engaged the services of Parametric Portfolio Associates ("Overlay Manager") to serve as Portfolio Manager responsible for executing all transactions in the Account(s). In accordance with the investment objectives of the Client as stated in the Investor Profile Questionnaire, Overlay Manager is to invest and reinvest the securities, cash and other assets held in the Account(s) in accordance with an investment portfolio as designated in the attached New Account Form(s) or as may later be changed, or later added to, by Client through the execution of an updated New Account Form(s). Any such investment portfolio(s) shall be provided to Overlay Manager under agreement with a third party research provider. A research provider will receive a fee based upon a percentage of the Account assets for its services in providing Overlay Manager access to its investment portfolio. Client shall not incur any additional

fee for investments in selected mutual funds and Exchange Traded Funds (“ETFs”). The research provider has agreed to provide Overlay Manager with pertinent information on a timely basis relating to its investment portfolio including, but not limited to, additions and deletions to its investment portfolio and/or its asset allocation. Upon receipt of such information, Overlay Manager shall promptly effect any necessary changes to the Account(s) based upon such information. The research provider shall not be responsible to the Client with reference to the management of the Client’s Account(s). Neither Morgan Keegan nor the Overlay Manager will independently evaluate the merits of any such additions or deletions to the investment portfolio by the research provider, although Morgan Keegan will review the investment portfolio in general to determine its appropriateness for the Client’s stated investment objectives.

Client acknowledges that purchases and/or sales of securities in its Account(s) will not be effected contemporaneously with corresponding transactions affected by the research provider in the management of its own account based upon the selected investment portfolio and therefore the performance of the assets in the Client’s Account(s) may be greater or lesser than the research provider’s composite performance based upon the investment portfolio.

Investments may be made in securities, including but not limited to common or preferred stocks, warrants, options, rights, corporate or government bonds or notes and shares of money market mutual funds, shares of no-load or load waived mutual funds and in Exchange Traded Funds (“ETFs”), subject to any investment restrictions to which the services provided pursuant to this Agreement may be limited.

Client understands that Morgan Keegan will provide Client, prior to Morgan Keegan’s delivery of this Agreement and executed form, with the Disclosure Document or Form ADV, Part II (“Disclosure”) for Overlay Manager. Client acknowledges receipt and review of this Disclosure. In connection with the services being provided to Client, Morgan Keegan and Overlay Manager are entitled to rely upon the financial and other information provided by Client in the New Account Form(s) and the Investor Profile Questionnaire. Client acknowledges completion of the New Account Form(s) and the Investor Profile Questionnaire and represents that the information therein is true, correct and complete in all material respects. Client acknowledges that Morgan Keegan and Overlay Manager will rely upon the accuracy and completeness of such information. Client agrees to inform Morgan Keegan and Overlay Manager in writing of any material change in its circumstances that might affect the manner in which Client’s assets should be invested and to provide any such additional information as may be requested by Morgan Keegan. Morgan Keegan will forward any such written notice of material change to Overlay Manager. Morgan Keegan represents that it is registered as an investment advisor under the Investment Advisers Act of 1940, as amended.

Client understands that any such restrictions imposed by Client directing Morgan Keegan to not purchase particular securities may impair the attainment of the Client’s investment objectives and the Account(s) performance. Morgan Keegan shall provide continuous investment advice to each Client based upon the individual needs of that, Client as made known to Morgan Keegan by Client. Morgan Keegan and the designated Financial Advisor are available, upon reasonable request, to consult with Client concerning any changes in the Client’s financial situation and/or investment objectives, or concerning the performance of the Account(s).

2. Waiver of Trade Confirmations

Where permitted as an exception to Securities Exchange Act of 1934 Rule 10b-10, Client requests that Morgan Keegan not furnish it contemporaneous written trade confirmations relating to transactions effected in the Account(s) by Overlay Manager or by any other persons authorized to effect transactions in the Account(s). Client understands that:

- (a) Morgan Keegan will furnish confirmations to Overlay Manager in lieu of furnishing such confirmations to Client and;
- (b) Morgan Keegan will furnish Client with a monthly report, containing equivalent information in confirmations Client is electing not to receive.

Client understands that it may rescind this request at any time by forwarding written notice to Morgan Keegan and that it may receive copies of past confirmations upon request without charge. Client will not pay a different fee based upon the decision to waive contemporaneous written trade confirmations and agreeing to this waiver is not a condition for entering into, or participation in, this program.

3. Trading Authorization

Client hereby grants Morgan Keegan complete and unlimited discretionary trading authorization and appoints Morgan Keegan as agent and attorney-in-fact with respect to the Account(s). Client further acknowledges and agrees that Morgan Keegan has a full authority to delegate complete and unlimited discretionary trading authorization to Overlay

Manager and any of its officers or employees, under this Agreement with respect to each Account(s) and to engage Overlay Manager to perform the duties required of Morgan Keegan under this Agreement with respect to each Account(s). This power of attorney shall not be affected by the Client's subsequent disability or incapacity and the powers granted herein shall continue and remain in full force and effect notwithstanding the same. Pursuant to such authorization, Overlay Manager may, in its sole discretion and at Client's risk, purchase, sell exchange, convert and otherwise trade the securities and other assets in the Account(s), as well as arrange for delivery and payment in connection with the above, and act on behalf of Client in all other matters necessary or incidental to the handling of the Account(s), except to the extent that you provide us with written instructions limiting such authority. This trading authorization is a continuing one and shall remain in full force and effect until terminated by Client or by Morgan Keegan as set forth herein.

4. Account Fee

Client also acknowledges that the Account Fee will cover payment to the research provider for its services provided to Morgan Keegan.

5. Execution Services

Morgan Keegan will provide execution services relative to purchase and/or sale transactions for Client's Account. In connection with transactions effected for the Account(s), Client authorizes Morgan Keegan to establish Accounts in its name with members of national or regional securities exchanges and the National Association of Securities Dealers, Inc., including "omnibus" Accounts established for the purpose of combining orders for more than one client, where it is appropriate to do so.

Client is aware that sales of securities held in Client's Account(s) at the time Portfolio Manager is selected to manage such Preferred Diversified Portfolio Program Account may result in trading losses for such Account and Portfolio Manager shall not be required to consider whether such losses shall result when determining which securities to sell.

Client understands that it is authorizing the use of Morgan Keegan as the broker dealer for execution of all transactions in the Account(s) as determined by the Advisor(s). Thus, it should be understood by the Client that the Advisor(s) may not be able to negotiate commissions, obtain volume discounts and best execution may not be achieved. Client hereby acknowledges that, because it is paying a single fee for a number of services provided pursuant to this Agreement, the Advisor(s) will not negotiate fees or charges with respect to transactions in securities which the Advisor(s) has been directed to execute through Morgan Keegan. Rather, a portion of such single fee is allocated by Morgan Keegan for brokerage execution costs. As a result, and depending upon the number of transaction that occur in the Account(s), the aggregate fees or charges payable by the Client for transactions initiated by the Adviser(s) and the other services provided pursuant to this Agreement may be higher than the aggregate fee or charges the Client would pay if the Client were to negotiate the fees and charges of each service provider separately and the Adviser(s) were to negotiate the fees and charges of each separately.

Client hereby agrees that Overlay Manager may in Overlay Manager's sole discretion, aggregate purchases or sales of any security or instrument effected with respect to such Client Account(s) with purchases or sales, as the case may be, of the same security or instrument effected on the same day for the Account(s) of one or more of the Overlay Manager's other Clients. When transactions are so aggregated: (i) actual prices applicable to the aggregated transaction shall be averaged and such Client Account(s) and each other Account(s) participating in the aggregated transaction shall be deemed to have purchased or sold its share of this security or instrument involved at such average price, and (ii) all transaction costs incurred in effecting such an aggregated transaction shall be shared on a pro-rata basis among all Account(s) participating in such aggregated transactions.

Client hereby acknowledges that when recommending or effecting a transaction in a particular security for more than one Client, Adviser(s) shall allocate such recommendations or transactions among all Clients for whom such recommendation is made or transaction is effected on such basis as Adviser(s) deems equitable. Client acknowledges that, unless transactions for multiple Clients are aggregated as described above, transactions in a specific security may not be recommended or effected at the same time or at the same price for all Client Accounts for which such transaction will be recommended or affected. Adviser(s) shall not be required to give Client priority over any other Client.

Client hereby represents that the direction to effect transactions through Morgan Keegan is for the exclusive benefit of such Client and shall not cause such Client to engage in a prohibited transaction as defined in the Employee Retirement Income Securities Act of 1974, as amended ("ERISA"), if such Client is subject to ERISA.

6. Proxies and Waivers

Morgan Keegan and Overlay Manager shall not be obligated to take any action or render any advice with respect to

the voting of proxies with respect to issuers of securities held in the Account(s) or the taking of any action relating to such issuers which become the subject of any legal proceeding including bankruptcies.

If the Account(s) is/are subject to ERISA, the Overlay Manager is responsible for voting proxies with respect to issuers of securities held in the Account(s) unless the ERISA Client expressly retains the right and obligation to vote proxies by providing prior written notice to Morgan Keegan. If an ERISA Client has not retained Proxy voting rights, ERISA Client, by initialing as indicated on the new account form, designates that Overlay Manager is to receive the Proxy soliciting material and related materials such as interim reports, annual reports and any other issuer mailings.

If the Account(s) is/or not subject to ERISA, by initialing in the indicated space on the new account form, Client delegates all Proxy voting rights to Overlay Manager and designates rights to Overlay Manager to receive all Proxies including Proxy soliciting material and related material including interim reports, annual reports and any other issuer mailings.

PREFERRED DIVERSIFIED PORTFOLIO DISCRETIONARY ACCOUNT (“PDP DISCRETIONARY”)

Morgan Keegan Discretionary Management Authority/Power of Attorney

The Client hereby designates Morgan Keegan the agent and attorney-in-fact with respect to the Account(s), with full power, authority and discretion to manage the Account(s) by directing the buying, placing, selling, redeeming, changing, investing or reinvesting of any or all of the assets in the Account(s) in accordance with the investment portfolio model selected by Client on the attached Program Signature Page (the “Model”), consistent with the Client’s investment objectives. Pursuant to such authorization, Morgan Keegan may, in its sole discretion and at Client’s risk, purchase, sell, exchange, subscribe, redeem, convert and otherwise trade the securities and other assets in the Account(s), as well as arrange for delivery and payment in connection with the above, and act on behalf of Client in all other matters necessary or incidental to the handling of the Account(s), including, but not limited to the receipt and acknowledgment of any prospectus, offering circulars, memorandum and other such documentation, except to the extent that (i) Client provides Morgan Keegan with written instructions limiting such authority or (ii) the asset managers of alternative investment products utilized by Morgan Keegan impose limitations or restrictions on such authority.

Alternative investment products as used herein includes but is not limited to hedge funds, funds of hedge funds, managed futures funds, non-traded real estate investment trusts, private real estate programs and private equity programs which may be structured as publicly and privately offered limited partnerships, limited liability companies, business trusts and real estate investment trusts (“Alternative Investments”). This power of attorney shall not be affected by the Client’s subsequent disability or incapacity and the powers granted herein shall continue and remain in full force and effect notwithstanding the same. This trading authorization is a continuing one and shall remain in full force and effect until terminated by Client, as set forth herein. In carrying out its responsibilities, Morgan Keegan shall consider such factors such as investment objectives and legal eligibility for certain investments, as are communicated in writing to Morgan Keegan from time to time by the Client, including any reasonable restrictions posed by the Client. Client understands that, under this Agreement, Morgan Keegan will perform discretionary acts with respect to the Account(s), including the selection of one or more portfolio managers and research providers, as set forth below. Except for Alternative Investments with assets held directly by their respective custodian, Morgan Keegan will maintain custody of all assets in the Account(s) and perform all clearance, settlement and other functions, as the case may be, incidental to the effecting of transactions in the Account(s). In those instances where Alternative Investments are utilized in the Account(s), transactions in Alternative Investments made on behalf of the client will be handled in accordance with the provisions in the most current offering memoranda or prospectuses (“Offering Documents”) of the respective Alternative Investments.

1. Overlay Manager

Client acknowledges that under the terms of the PDP Discretionary Program, Morgan Keegan has engaged the services of Parametric Portfolio Associates (“Overlay Manager”) to serve as portfolio manager for the Account(s). Morgan Keegan has a full authority to delegate complete and unlimited discretionary trading authorization to Overlay Manager and any of its officers or employees, under this Agreement with respect to the Account(s) and to engage Overlay Manager to perform the duties required of Morgan Keegan under this Agreement with respect to the Account(s). In carrying out these responsibilities, Overlay Manager is to invest and reinvest the securities, cash, and other assets held in Account(s) in accordance with the Model.

2. Research Providers

One or more research providers will be selected and engaged by Morgan Keegan to provide pertinent information on a timely basis including, but not limited to, additions and deletions to Client’s investment portfolio and asset allocations. Any research provider engaged will receive a fee based upon a percentage of Account(s) assets for its

services. Morgan Keegan may elect to modify or change research providers at any time. No research provider shall be responsible to Client with reference to the management of Client's Account(s). Neither Morgan Keegan nor Overlay Manager will independently evaluate the merits of any such additions or deletions to investment portfolio by research providers, although Morgan Keegan will review the investment portfolio to determine appropriateness for Client's stated investment objectives. Client acknowledges that purchases and/or sales of securities in its Account(s) will not be effected contemporaneously with corresponding transactions affected by research providers in the management of their own accounts based upon the selected investment portfolio and therefore the performance of the assets in the Client's Account(s) may be greater or lesser than the research providers' composite performance based upon the investment portfolio.

3. Account Investments/Minimums

Investments may be made in securities, including but not limited to common or preferred stocks, warrants, options, rights, corporate or government bonds or notes, and shares of money market mutual funds, shares of no-load or load waived mutual funds, Alternative Investments and in Exchange Traded Funds ("ETFs"), (subject to any investment restrictions to which the services provided pursuant to this Agreement may be limited). Although minimum returns cannot be guaranteed, the model portfolios which are the basis for this Account require a certain level of assets to be effective. The failure to abide by this minimum may require that the participation in this particular program be terminated. Your account will then be transferred, after notice to the Client, to another fee based program at Morgan Keegan or a brokerage account.

4. Disclosure

Client understands that Morgan Keegan will provide Client, prior to, or contemporaneously with Morgan Keegan's delivery of this Agreement in an executed form, with the Disclosure Document or Form ADV, Part II ("Disclosure") for Overlay Manager. Client acknowledges receipt and review of this Disclosure upon receiving their copy of the fully executed Agreement.

5. Client Information

In connection with the services being provided to Client, Morgan Keegan and Overlay Manager are entitled to rely upon the financial and other information provided by Client in the New Account Form(s) and the Investor Profile Questionnaire (which Client has specifically agreed to allow Morgan Keegan to share with Overlay Manager and asset managers). Client acknowledges completion of the New Account Form(s) and the Investor Profile Questionnaire and represents that the information therein is true, correct, and complete in all material respects. Client acknowledges that Morgan Keegan, Overlay Manager, and asset managers of Alternative Investments will rely upon the accuracy and completeness of such information. Client agrees to inform Morgan Keegan in writing of any material change in its circumstances that might affect the manner in which Client's assets should be invested and to provide any such additional information as may be requested by Morgan Keegan. Morgan Keegan will forward any such written notice of material change to Overlay Manager. Morgan Keegan represents that it is registered as an investment advisor under the Investment Advisers Act of 1940, as amended.

6. Client Authority

Except as prohibited in the Offering Documents of Alternative Investments utilized in the Account(s), Client shall have the right to (i) withdraw, vote, hypothecate and pledge the securities in the Account(s), (ii) receive confirmations of Account(s) transactions from Morgan Keegan, and (iii) instruct Morgan Keegan to refrain from purchasing particular securities or to impose restrictions relating to the management of the Account(s). Client understands that any such restrictions imposed by Client directing Morgan Keegan to not purchase particular securities may impair the attainment of the Client's investment objectives and the Account's performance. Morgan Keegan shall provide continuous investment advice to each Client based upon the individual needs of that Client as made known to Morgan Keegan by Client. Morgan Keegan and the designated financial advisor are available, upon reasonable request, to consult with Client concerning any changes in the Client's financial situation and/or investment objectives, or concerning the performance of the Account(s).

7. Waiver of Trade Confirmations

Where permitted as an exception to Securities Exchange Act of 1934 Rule 10b-10, Client requests that Morgan Keegan not furnish it contemporaneous written trade confirmations relating to transactions effected in Account(s) by Overlay Manager or by any other persons authorized to effect transactions in Account(s). Client understands that: (i) Morgan Keegan will furnish confirmations to Overlay Manager in lieu of furnishing such confirmations to Client and; (ii) Morgan Keegan will furnish Client with a monthly report, containing equivalent information in confirmations Client is electing not to receive. Client understands that it may rescind this request at any time by forwarding written notice to Morgan Keegan and that it may receive copies of past confirmations upon request without charge. Client will not pay a different fee based upon the decision to waive contemporaneous written trade confirmations and agreeing to this waiver is not a condition for entering into, or participation in, this program. Unless specifically requested in writing,

Client also waives receipt of any Offering Documents documentation pursuant to the discretionary authority delegated Morgan Keegan in its capacity as investment adviser.

8. Account Fee

Client also acknowledges that the Account Fee will cover payment to the research provider for its services provided to Morgan Keegan and the Overlay Manager. Notwithstanding the Fee Schedule, the minimum account size is \$1,000,000.

Alternative Investments – Placement Agent Fees. Fees covering the costs of the placement of Alternative Investments by broker dealers are commonly referred to as “Placement Agent Fees.” Placement Agent Fees which may include fee sharing arrangements, managements fees, incentive fees, and/or profit allocations, if applicable are negotiated by Morgan Keegan with the individual managers of the Alternative Investments and include (i) compensation based upon the amount of assets under management in the Alternative Investments and, in certain instances (ii) compensation based upon the performance of the respective Alternative Investments utilized in the Account(s). This may include managers of Alternative Investments sponsored by affiliates of Morgan Keegan. Client acknowledges that there is an inherent conflict of interest when Alternative Investments for which Morgan Keegan is entitled to receive Placement Agent Fees are utilized in the Account(s), as similar Alternative Investments for which Morgan Keegan does not receive any or lesser Placement Agent Fees may not be utilized in the Account(s). Placement Agent Fees will be promptly credited to ERISA Accounts following receipt by Morgan Keegan. Morgan Keegan will provide Client with information regarding Placement Agent Fees it receives for Alternative Investments utilized in Client’s Account(s) upon written request.

Should the opening value of the Account(s) be less than the required minimum or should a withdrawal result in the value of the Account(s) declining below the required minimum, Client understands that Morgan Keegan shall be entitled to the Account Fee chargeable on an Account(s) of the applicable minimum size, if any.

9. Execution Services

Morgan Keegan will provide execution services relative to purchase and/or sale transactions for Client’s Account(s). Morgan Keegan does not provide any clearing or execution services for the trading activity conducted in Alternative Investments utilized in Client’s Account(s). In connection with transactions effected for the Account(s), Client authorizes Morgan Keegan to establish Account(s) in its name with members of national or regional securities exchanges and the National Association of Securities Dealers, Inc., including “omnibus” accounts established for the purpose of combining orders for more than one client, where it is appropriate to do so.

Client is aware that sales of securities held in Client’s Account(s) at the time Overlay Manager is selected to manage the Account(s) may result in trading losses for such Account(s) and Overlay Manager shall not be required to consider whether such losses shall result when determining which securities to sell.

Client understands that it is authorizing the use of Morgan Keegan as the broker dealer for execution of all transactions in the Account(s). Thus, it should be understood by the Client that Overlay Manager may not be able to negotiate commissions, obtain volume discounts and best execution may not be achieved. Client hereby acknowledges that, because it is paying a single fee for a number of services provided pursuant to this Agreement, Overlay Manager will not negotiate fees or charges with respect to transactions in securities which Overlay Manager has been directed to execute through Morgan Keegan. Rather, a portion of such single fee is allocated by Morgan Keegan for brokerage execution costs. As a result, and depending upon the number of transaction that occur in the Account(s), the aggregate fees or charges payable by the Client for transactions initiated by Overlay Manager and the other services provided pursuant to this Agreement may be higher than the aggregate fee or charges the Client would pay if the Client were to negotiate fees and charges of each service provider separately and Overlay Manager were to negotiate the fees and charges of each separately.

Client hereby agrees that Overlay Manager may in its sole discretion, aggregate purchases or sales of any security or instrument effected with respect to the Account(s) with purchases or sales, as the case may be, of the same security or instrument effected on the same day for the accounts of one or more of Overlay Manager’s other clients. When transactions are so aggregated: (i) actual prices applicable to the aggregated transaction shall be averaged and the Account(s) and each other account participating in the aggregated transaction shall be deemed to have purchased or sold its share of this security or instrument involved at such average price, and (ii) all transaction costs incurred in effecting such an aggregated transaction shall be shared on a pro-rata basis among all accounts participating in such aggregated transactions.

Client hereby acknowledges that when recommending or effecting a transaction in a particular security for more than one client, Overlay Manager shall allocate such recommendations or transactions among all clients for whom such

recommendation is made or transaction is effected on such basis as Overlay Manager deems equitable. Client acknowledges that, unless transactions for multiple clients are aggregated as described above, transactions in a specific security may not be recommended or effected at the same time or at the same price for all client accounts for which such transaction will be recommended or affected. Overlay Manager shall not be required to give Client priority over any other client.

10. Proxies and Waivers

Morgan Keegan shall not be obligated to take any action or render any advice with respect to the voting of proxies with respect to issuers of securities held in the Account(s) or the taking of any action relating to such issuers which become the subject of any legal proceeding including bankruptcies.

If the Account(s) is subject to ERISA, Overlay Manager is responsible for voting proxies with respect to issuers of securities held in the Account(s) unless the ERISA Client expressly retains the right and obligation to vote proxies by providing prior written notice to Morgan Keegan. If an ERISA Client has not retained Proxy voting rights, ERISA Client, by initialing as indicated on the new account form, designates that Overlay Manager is to receive the Proxy soliciting material and related materials such as interim reports, annual reports and any other issuer mailings.

If the Account(s) is/or not subject to ERISA, by initialing in the indicated space on the new account form, Client delegates all Proxy voting rights to Overlay Manager and designates rights to Overlay Manager to receive all Proxies including Proxy soliciting material and related material including interim reports, annual reports and any other issuer mailings.

11. Standard of Care

Morgan Keegan and its affiliates and their respective present and former directors, officers, employees and agents shall not be liable to Client for: (i) any act done or omitted by any of them under this Agreement so long as such act or omission shall not have involved gross negligence, willful malfeasance or bad faith on their part, or reckless disregard of their obligations and duties under this Agreement or, (ii) any misstatement or omission in any Profile or Disclosure Statement/Document.

The Overlay Manager, and not Morgan Keegan, shall be solely responsible for any misstatements or omissions contained in the Disclosure Statements/Documents provided by the Overlay Manager. While Morgan Keegan will not supply any Disclosure Statement/Documents to Client if Morgan Keegan has reason to believe that the information contained therein is not accurate, it will not independently verify, and cannot guarantee, such information.

Client agrees, for the benefit of Overlay Manager, that Overlay Manager and its affiliates and their respective present and former directors, partners, officers, employees and agents shall not be liable to Client for: (i) any act done or omitted by any of them with respect to the Account(s) so long as such act or omission shall not have involved gross negligence, willful malfeasance or bad faith on their part, or reckless disregard of their obligations and duties with respect to the Account(s), (ii) any misstatements or omission in any Disclosure/Statement/Documents or (iii) any misstatements or omissions in any Offering Documents of Alternative Investments utilized in the Account.

Subject to the foregoing, Client further agrees, that Overlay Manager shall not be liable for any act done or omitted on the part of any broker, placement agent or similar agent utilized by such Overlay Manager to effect transactions for the Account(s).

Notwithstanding the foregoing, Client understands that the persons protected from liability as described above may owe duties to Client under the Investment Advisers Act of 1940, as amended, ERISA or other federal or state statutes, or rules or regulations thereunder, or the rules or regulations of self-regulatory organizations, the breach of which may confer upon Client certain rights of action against those persons even if such breach did not involve a violation of the standards of care set forth above. Accordingly, those standards are not intended to constitute or be construed as a waiver or limitation of any such rights of action.

PREFERRED SERVICES ACCOUNT

1. Services

Morgan Keegan will provide execution services relative to all purchase and/or sale transactions for Client's Account, which the Investment Adviser instructs Morgan Keegan to execute.

Morgan Keegan will effect securities and other investment transactions on behalf of the Account pursuant to the terms of this Agreement. Client authorizes Morgan Keegan to establish accounts in its name with members of national or regional securities exchanges and/or self-regulated organizations including "omnibus" accounts established for the purpose of combining orders for more than one client, where it is appropriate to do so.

In connection with the services provided to Client, Morgan Keegan is entitled to rely upon the financial and other information provided by the Client. Client represents that all such financial and other information provided to Morgan Keegan is true, correct, and complete in all material aspects. Client agrees to promptly inform Morgan Keegan in writing of any material change to such information and to provide any such additional information as may be requested by Morgan Keegan.

Client agrees that Morgan Keegan will not render any investment advice on a regular basis to the Client that would serve as a primary basis for investment decisions for the Account which is to be managed by an independent Investment Adviser as chosen by the Client. It is agreed that the Investment Adviser for the Account, not Morgan Keegan, will render investment advice on a regular basis, which will serve as the primary basis for investment decisions for the Account. Thus, if the Account is an employee benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), Morgan Keegan will not, with respect to the performance of its duties under this Agreement in connection with the Account, be considered a "fiduciary" as that term is defined under ERISA.

2. Trading Authorization

Client has authorized the Investment Adviser designated on the attached New Account Form as Client's agent and attorney-in-fact to buy and sell securities or other investments for the Account. This power of attorney shall not be affected by the Client's subsequent disability or incapacity and the powers granted the Investment Adviser shall continue and remain in full force and effect notwithstanding the same. Client hereby agrees to indemnify and hold Morgan Keegan, its officers, directors, agents, employees, and representatives harmless from any and all losses, costs, indebtedness and liabilities arising from the granting of such authority to the Investment Adviser.

In all such purchases and sales, Morgan Keegan is authorized and directed to follow the instructions of the Client's Investment Adviser in every respect concerning Client's Account and, except as herein otherwise provided, the Investment Adviser is authorized to act for Client in the same manner and with the same force and effect as Client might or could do with respect to such purchases and sales as well as with respect to all other things necessary or incidental thereto, except that Investment Adviser is not authorized to withdraw any money, securities, or other property either in the name of the Client or otherwise.

This trading authorization shall remain in full force and effect until written notice is provided by Client to Morgan Keegan of the termination of such authorization. Client understands that under this Agreement, Morgan Keegan will perform no discretionary acts with respect to the Account and will effect transactions only as instructed by the Client's Investment Adviser.

PREFERRED ADVISOR ACCOUNT

For Non-Discretionary Accounts

Client understands that under this Agreement, Morgan Keegan will perform no discretionary acts with respect to the Account and will effect transactions only as instructed by Client subject to certain investment restrictions to which this Account is limited.

Client has determined to enter into this Agreement with Morgan Keegan, and retains complete investment discretion and responsibility for the payment of an annual fee charged against the Client's Account in lieu of transactional brokerage commissions (agency transactions only) as may otherwise be imposed.

ALL SERVICES OFFERED OR PROVIDED PURSUANT TO NON-DISCRETIONARY ACCOUNTS ARE SOLELY RELATED AND INCIDENTAL TO MORGAN KEEGAN'S BUSINESS AS A BROKER-DEALER.

For Discretionary Accounts

1. Investment Management Services

In accordance with the investment objectives of the Client as stated in the Investor Profile Questionnaire, Morgan Keegan is to invest and reinvest the securities, cash and other assets held in the Account. Consistent with the Client's investment objectives, investments may be made in securities, including common or preferred stocks, warrants, options, rights, corporate or government bonds or notes and shares of money market mutual funds, subject to certain investment restrictions to which the services provided pursuant to this Agreement are limited.

In connection with the services being provided to Client, Morgan Keegan is entitled to rely on the financial and other information provided by Client in the Investor Profile Questionnaire for the Preferred Advisor program. Client acknowledges completion of the Investor Profile Questionnaire and represents that the information therein is true, correct and complete in all material respects. Client agrees to inform Morgan Keegan in writing of any material change in Client's circumstances that might affect the manner in which Client's assets should be invested and to provide any such additional information as may be requested by Morgan Keegan.

Client understands that under this Agreement, the Morgan Keegan Preferred Advisor designated by Client will be primarily responsible for making investment management decisions for the Account. If for any reason, and in the sole discretion of Morgan Keegan the Preferred Advisor is deemed by Morgan Keegan as unable to render investment advisory services to the Account, temporarily or permanently, or terminates his/her employment with Morgan Keegan, Morgan Keegan may continue to render such services by promptly assigning a new Preferred Advisor to the Account on a temporary or permanent basis or Morgan Keegan may terminate this Agreement as set forth herein.

2. Waiver of Trade Confirmations

Where permitted as an exception to Securities Exchange Act of 1934 Rule 10b-10, Client may request that Morgan Keegan not furnish it contemporaneous written trade confirmations relating to transactions effected in the Account(s) by the Adviser(s) or any other persons authorized to effect transactions in the Account(s). Client understands that Morgan Keegan will furnish Client with a monthly report, containing the equivalent information otherwise contained in the confirmations which Client is electing not to receive. Client understands that it may rescind this request at any time by forwarding written notice to Morgan Keegan and that it may receive copies of past confirmations upon request without charge. Client will not pay a different fee based upon the decision to waive contemporaneous written trade confirmations and agreeing to this waiver is not a condition for entering into, or participation in, this program.

PREFERRED RUSSELL ACCOUNT

1. Management Authority

The Client hereby designates Morgan Keegan the agent and attorney-in-fact with respect to the Account, with full power, authority and discretion to manage the Account by directing the buying, selling, changing, investing or reinvesting of any or all of the assets in the Account. In carrying out its responsibilities, Morgan Keegan shall consider such factors such as investment objectives and account guidelines, as are communicated in writing to Morgan Keegan from time to time by the Client, including any reasonable restrictions posed by the Client.

Morgan Keegan will execute all purchase and sales orders and will maintain custody of all assets in the Account and perform all clearance, settlement, and other functions, as the case may be, incidental to the effecting of transactions in the Account.

Morgan Keegan will invest and reinvest the assets comprising the Account in mutual funds, consistent with the guidelines of the Morgan Keegan / WMS Preferred Russell Discretionary Program as set forth in the Schedule H of Form ADV.

Free credit cash balances in the Account will be invested automatically on a daily basis in shares of one or more available money market mutual funds pursuant to an automatic cash sweep program. Morgan Keegan will provide the Client with a prospectus, which will contain information relating to the money market fund, including charges and expenses associated with it.

Client understands that, under this Agreement, Morgan Keegan will perform discretionary acts with respect to the Account including portfolio rebalancing. Such portfolio rebalancing shall be conducted when necessary. Client understands that neither s/he nor the financial advisor will be notified that a rebalancing of the Account has occurred.

2. Services

Morgan Keegan will provide Client with the following advisory and consulting services with respect to Client's purchase of shares of mutual funds in the Client's Account:

- (a) An evaluation to assist in the determination of the Client's investment objectives, including performance goals and risk tolerance;
- (b) Suggested allocation of assets among mutual fund portfolios based upon Client's investment objectives, risk tolerances, and investment time frame;
- (c) Furnishing to the Client of trade confirmations as produced, monthly statements that itemize transactions, report holdings and reflect the valuation of the Account, and on a quarterly basis, a performance analysis of Account.

Mutual funds available to Morgan Keegan for the services provided pursuant to this Agreement will include both "no load" and "load waived" ("load" refers to a sales charge) which agree to accept trades from Morgan Keegan on behalf of the Client and which are affiliated with the National Securities Clearing Corporation Operations Program, also known as "Fund/SERV" or "Networking". A list of these funds is available upon request. Both "no load" and "load waived" funds purchased pursuant to this Agreement are purchased at Net Asset Value.

OTHER PROGRAMS

Commission Based Discretionary Program

Morgan Keegan offers clients the option of a commission-based discretionary account. Under this option, the Financial Advisor retains trading authorization. Each trade is done on a commission basis; however, the account is treated in all other respects as an investment advisory account.

Trading Authorization. Client hereby grants Morgan Keegan and the designated Financial Advisor, complete and unlimited discretionary trading authorization and appoints Morgan Keegan and the designated Financial Advisor as agent and attorney-in-fact with respect to the Account. This power of attorney shall not be affected by the Client's subsequent disability or incapacity and the powers granted herein shall continue and remain in full force and effect notwithstanding the same. Pursuant to such authorization, Morgan Keegan and the designated Financial Advisor may, in their sole discretion and at Client's risk, purchase, sell, exchange, convert and otherwise trade the securities and other assets in the Account, as well as arrange for delivery and payment in connection with the above, and act on behalf of Client in all other matters necessary or incidental to the handling of the Account, except to the extent that Client provides Morgan Keegan with written instructions limiting such authority. This trading authorization is a continuing one and shall remain in full force and effect until terminated by Client or by Morgan Keegan as set forth herein.

Commissions, fees and charges.

As provided in Morgan Keegan's New Account and Client Agreement and Disclosure Statement, Client's Account will be charged applicable commissions and fees in accordance with Morgan Keegan policy. Because Client's Account is a standard commission-based account, Client understands that when trades occur in Client's Account, commissions will be generated, along with other applicable fees and costs. Client further understands that Morgan Keegan offers fee-based programs, in which Client can elect to pay a quarterly fee based on the market value of the Account assets as of the last business day of the previous quarter. Client should discuss with his/her Financial Advisor whether cost savings to Client can be achieved by converting to a fee-based account.

Account Statements. Morgan Keegan will furnish Client with confirmations of transactions executed by Morgan Keegan for the Account.

Comparative Performance Analysis Services

Under this service, an analysis is made of the client's portfolio (which may be under management by a third party portfolio manager) with the client's investment objectives central to this analysis. The results of the analysis is then provided to the client in the form of a written report (on a one-time or continuing basis, of the performance of the portfolio manager in comparison with the client's stated investment objectives). This report may also include recommendations as to other portfolio managers to manage the client's portfolio; assistance in determining, evaluating, and/or altering the client's investment objectives; and/or suggested allocation or reallocation of portfolio assets. Fees for this service are negotiated on a client by client basis and may be in the form of direction by the portfolio manager or brokerage transaction execution through Morgan Keegan (payment for such execution includes commission on agency transactions and/or markups or markdowns on principal transactions) or is a form of a one-time or annual consulting fee. One-time fees will range depending upon the complexity of the services provided and are negotiated on a case-by-case basis. The annual consulting fee, payable on a quarterly basis in advance,

generally ranges from .10% to 1.00% based on the market value of the client's account at the time of fee assessment. Client or Morgan Keegan may terminate this service upon a thirty-day (30) written notice, in which event any prepaid, unearned fees will be refunded.

Financial Planning

Clients are offered various levels of financial planning services and are provided with information regarding the services provided and the fees charged in connection with the financial planning service they select.

Clients who use Morgan Keegan to prepare a financial plan have no obligation to open an account, to transact business, or to implement any of the suggestions in the financial plan through or with Morgan Keegan or any of its affiliates. Should a client decide to do so, the client will pay to Morgan Keegan additional compensation, including commissions on the sale of any assets separate from the fee charged for the financial plan, a portion of which will generally be paid to the client's Financial Advisor.

When preparing a financial plan, Morgan Keegan may only consider products and services offered by Morgan Keegan or its affiliates. As a result, a financial plan may not recommend some products and services that may also be appropriate for a client.

In connection with implementing a financial plan, but not as part of the financial plan service, a client's Financial Advisor may recommend the purchase or sale of various securities or the taking of other steps to implement the financial plan; however, all investment decisions implementing or otherwise following up on a financial plan are the client's responsibility. In suggesting possible investments or executing securities transactions for clients after a financial plan has been provided, Morgan Keegan is acting in its capacity as a broker/dealer and not as an investment advisor unless it has otherwise agreed in writing to act in a different capacity.

The information contained in the financial plan should not be construed as legal or accounting advice, Morgan Keegan does not provide such advice to clients. It is the client's responsibility to inform Morgan Keegan if the client's situation has changed such that continued implementation of the financial plan may be inappropriate.

Morgan Keegan may also provide general financial planning consulting services to clients for an agreed upon hourly fee.

Specific consultation and administrative services regarding other investment and financial concerns of the client are available upon request. This includes, but is not limited to stock and bond valuations for estate and other purposes.

This service may be provided at no cost to clients who participate in any of the advisory programs or products described herein.

Fees may also be in the form of commissions received by Morgan Keegan from investment products purchased or sold at the discretion/request of the client resulting from the financial planning services provided by Morgan Keegan.

Institutional Consulting Services

Morgan Keegan offers consulting services to its clients, both on a corporate and on a participant level. There are alternatives as to how fees are determined and calculated under this program. They may include, but are not limited to a one-time consulting fee, an annual consulting fee based on the account value of the assets reviewed; an annual consulting fee based on the account value of the assets reviewed using directed commissions to offset some or part of the fees.

Accounts are charged an annual all-inclusive consulting fee that is billed quarterly in advance. The rate charged on the accounts will decline as asset values increase because of pre-set breakpoints that offer lower fee rates for additional assets. This fee includes:

- Custody fees
- Transaction costs
- Monthly and quarterly statements
- All Consulting Services including
 - Development & Monitoring of an Investment Policy Statement
 - Asset Allocation
 - Manager Search & Selection
 - On-going Due Diligence
 - Performance Monitoring & Reporting

Morgan Keegan

Morgan Keegan & Company, Inc.
Members FINRA, SIPC

Not FDIC Insured | May Lose Value | No Bank Guarantee
Not a Deposit | Not Insured by Any Government Agency

A Regions Company