

MOR

GGANN

THE MOR ACCOUNT

TERMS AND CONDITIONS STATEMENT

AUGUST 2008

GGANN

MOR
account

Table of Contents

	Page
Introduction.....	2
Selected Definitions.....	3
Overview of Morgan Keegan MOR Account.....	3
MOR Account Services.....	4
Securities Account.....	4
Money Account.....	4
Regions Zero-Balance Account.....	6
Check Writing Privilege.....	6
MOR Platinum VISA® CheckCard.....	7
MORewards Award Point Program.....	7
MOR E-Bill Management Service.....	7
Combined Monthly Account Statement.....	8
Direct Deposit Service.....	8
Morgan Keegan Client Access Service.....	8
Supplemental Information.....	8
Other Applicable Terms and Conditions.....	9
Additional Terms Applicable to Deposits at Regions Bank.....	11
Electronic Funds Transfer Disclosure to Consumers.....	12
Additional Terms Applicable to the MORewards Award Point Program.....	16
Additional Terms Applicable to the MOR E-Bill Management.....	21

The Morgan Keegan MOR Account Terms and Conditions Statement

The Morgan Keegan MOR Account provides an integrated financial services arrangement that allows clients of Morgan Keegan & Company, Inc. ("Morgan Keegan") the productive and flexible use of their assets. Through a MOR Account, you can employ the following financial services:

- 1) A conventional Morgan Keegan securities cash or margin account (the "Securities Account")
- 2) A choice of one of three (non-FDIC-Insured) money market funds managed by The Dreyfus Corporation: General Money Market Fund, General Government Securities Money Market Fund, and General Municipal Money Market Fund (the "Money Funds") or a Regions Bank FDIC-Insured deposit account (the "Regions FDIC-Insured Deposit Account") for sweeping available cash balances (collectively the "Money Accounts")
- 3) A Regions Bank zero-balance deposit account to facilitate access to your MOR Account through the Regions Bank branch and ATM networks (the "Regions Zero-Balance Deposit Account")
- 4) Check writing privileges
- 5) A MOR Platinum VISA® CheckCard (the "Card")
- 6) MORewards Award Point Program
- 7) MOR E-Bill Management Service
- 8) A combined monthly account statement
- 9) Direct Deposit service
- 10) MOR Client Access

In general, to participate in the MOR Account, you must place cash, marketable securities or a combination of the two having a gross market value of not less than \$10,000 in the account, the primary purpose of which is to purchase and sell securities. Morgan Keegan will invest or deposit any Available Cash (as defined on page 3) in your MOR Account in a designated Money Account.

Funds will be debited from your MOR Account to cover payment and other withdrawal transactions pursuant to the terms of this Agreement. On an ongoing basis, you will be required to maintain sufficient assets in your MOR Account to cover these payments. Such payments will be covered in the following order, from, and to the extent of, the "Combined Asset Value" of your MOR Account, determined as follows:

- 1) Any Available Cash (as defined on page 3) in your MOR Account;
- 2) The proceeds or balance of your Money Account, if any; and
- 3) When available, margin loans extended by Morgan Keegan, up to the available margin loan value of the securities in your Securities Account.

YOU UNDERSTAND THAT IT IS YOUR RESPONSIBILITY NOT TO ENGAGE IN TRANSACTIONS THAT MAY EXCEED THE COMBINED ASSET VALUE IN YOUR MOR ACCOUNT OR THAT MAY EXCEED ANY LIMITATION APPLICABLE TO YOUR MOR ACCOUNT.

Your MOR Account will be charged an annual administrative fee of \$80, which allows for your participation in all of the account features except E-Bill Management which carries a separate fee of \$7.50 per month. The annual administrative fee will be automatically deducted from your account each year in the month that your account was opened. Morgan Keegan reserves the right to change, without prior notice to you, the fee for the maintenance, administration and servicing of a MOR Account and to modify the services and fee arrangements. You will pay customary brokerage fees for securities transactions (unless this expense is covered in your fee-based account) and interest on any margin loans incurred. In addition, you may be charged for certain banking and other related services provided by Regions Bank and for other related services provided by Dreyfus. Like other mutual funds, each of the Money Funds pays investment management fees and incurs certain administrative and operational expenses.

This Terms and Conditions Statement supplements, but does not replace, your Morgan Keegan New Account Client Agreement and Disclosure Statement, and all terms and conditions of the Morgan Keegan New Account Client Agreement and Disclosure Statement, as amended from time to time, remain in full force and effect. In the event of a conflict between the terms of this Terms and Conditions Statement and those of the Morgan Keegan New Account Client Agreement and Disclosure Statement, the terms of this Terms and Conditions Statement shall govern and control with respect to the express subject matter of this Terms and Conditions Statement.

Securities accounts are not insured by the FDIC or any other federal or state government agency; are not deposits or other obligations of, guaranteed by, Regions Bank or any other bank; and are subject to investment risks, including the possible loss of the amounts invested.

SELECTED DEFINITIONS

In addition to terms otherwise defined in this document, and without affecting the discrete sections of this document which may separately and expressly define the meaning of their own terms, the terms set forth below, and used in this document, are defined as follows:

- 1) "Agreement" means this Morgan Keegan MOR Account Terms and Conditions Statement and all agreements, disclosures and documents referenced herein (as may be amended from time to time), including without limitation, the MOR Account Application Form, the Morgan Keegan New Account Client Agreement and Disclosure Statement and, for margin accounts, the Morgan Keegan Statement of Credit Terms.
- 2) "ATM" means automated teller machines accessed with your Card.
- 3) "ATM Transaction" means the use of your Card to withdraw cash at an ATM.
- 4) "Available Cash" means cash which can be withdrawn or transferred to you on demand without giving rise to interest charges.
- 5) "Business Day" means Monday through Friday. Saturdays, Sundays and holidays not included.
- 6) "Card" means the MOR Platinum VISA® CheckCard that is available for use in connection with the MOR Account.
- 7) "Card Transaction" means the use of your Card to purchase merchandise and services at all establishments that accept the Card.
- 8) "FDIC" means Federal Deposit Insurance Corporation.
- 9) "Federal Reserve" means the Board of Governors of the Federal Reserve System.
- 10) "Regions" means Regions Bank.
- 11) "SIPC" means the Securities Investor Protection Corporation.
- 12) "We," "us" and "our" means or refers to, as the context may require, Morgan Keegan, Regions Bank, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the provision of the MOR Account services and products.
- 13) "You," "your" and "yours" means or refers to, as the context may require, any person in whose name the MOR Account is maintained according to our records, and/or any person or entity that uses the MOR Account or is authorized to transact business on the MOR Account, whether such authority is evidenced by signature cards, organizational resolutions, or otherwise, and/or any person or entity that has a beneficial interest in the MOR Account, and/or any such person's assignee or successor in interest to the MOR Account.

This Agreement sets forth the terms and conditions governing the MOR Account program and the accounts and services that are part of the MOR Account. When you open or maintain a MOR Account, you are agreeing to the terms of this Agreement, which is a legally binding contract. We have the right to change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the MOR Account, at any time and from time to time in our discretion. Any changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. Subject to any notice requirements provided by applicable law, you expressly agree that we may from time to time in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the MOR Account and/or make any changes that are in your favor without notice to you. If you do not agree to any change or amendment relating to terms and conditions of this Agreement or the MOR Account, you must terminate your use of the MOR Account. By using the MOR Account or any MOR Account products or services after any such change or amendment, you agree to that change or amendment. Please keep a copy of this Agreement and all amendments for your reference.

OVERVIEW OF THE MORGAN KEEGAN MOR ACCOUNT

The financial services provided to you and certain other features of the MOR Account are described below.

Who Offers the MOR Account? The MOR Account is an integrated, multi-service financial services account offered by Morgan Keegan. Morgan Keegan provides certain financial products and services in connection with the MOR Account and has arranged for other institutions, including Regions Bank, to provide other financial products and services in connection with the MOR Account, as described in this Agreement. The basic accounts within your MOR Account are provided by Morgan Keegan and Regions. Morgan Keegan and Regions are affiliates of one another.

Morgan Keegan offers the Securities Account, which includes brokerage, margin, and related services. Morgan Keegan is a broker-dealer registered with the Securities and Exchange Commission (“SEC”) and is a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”), the New York Stock Exchange and SIPC. Under SIPC rules, the funds and securities held in your eligible Securities Account at Morgan Keegan are protected up to \$500,000 (subject to a limitation of \$100,000 for cash). Any securities held in your Securities Account that exceed the first \$500,000 are protected up to \$124,500,000 (subject to an aggregate limit of \$400 million) through excess coverage carried by Morgan Keegan and underwritten by Lloyd’s of London, which generally follows the conditions and limitations of SIPC. Portfolio securities, including shares of the Money Funds, are protected by SIPC and by the excess coverage provided by Morgan Keegan. Securities Account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities clients, but it does not protect against loss from the rise and fall in the market value of investments. An explanatory brochure is available upon request or through www.sipc.org. Funds and securities held in your Securities Account at Morgan Keegan are not insured by the FDIC, federal or state government agency, or guaranteed by, obligations of, or deposits of, Regions or any other bank and involve investment risks, including the possible loss of principal invested.

Regions offers the Regions FDIC-Insured Deposit Account, the Regions Zero-Balance Deposit Account (not FDIC-Insured), the Card, and other related banking features. Regions is an Alabama state-chartered bank and is a member bank of the Federal Reserve. Funds held in deposit accounts at Regions are insured by the FDIC up to the Standard Maximum Deposit Insurance Amount (“SMDIA”) permitted under federal law, which for most types of accounts is currently \$100,000 in principal and accrued interest per depositor for all accounts in the same right and capacity. As will be discussed below, the SMDIA is higher for certain types of retirement accounts and other deferred compensation plans. Neither SIPC protection nor the excess coverage applies to deposits at Regions. Further information regarding FDIC may be found at www.fdic.gov.

Other third party institutions provide other MOR Account financial products and services, as described in this Agreement.

How Does My MOR Account Work? Your MOR Account links your Securities Account at Morgan Keegan with the Regions Zero-Balance Deposit Account at Regions. You can use your Regions Zero-Balance Deposit Account to add funds to your Securities Account. You may use the Regions ATM and branch networks to deposit funds into your Regions Zero-Balance Deposit Account, which are then transferred to your Securities Account at Morgan Keegan. You also may directly add funds into your Securities Account through Morgan Keegan. At the end of each Business Day, the balance in your Regions Zero-Balance Deposit Account will be transferred to your Securities Account at Morgan Keegan. Available Cash in your Securities Account will sweep daily into one of the Money Accounts. Your sweep selection can be changed by notifying Morgan Keegan. All withdrawals (for example, checks and other debits) will be posted against your Securities Account at Morgan Keegan. Checks (for MOR Accounts with check writing privileges) will be presented and debits posted directly against the Securities Account. Checks and debits will be aggregated daily and the funds needed to cover these transactions will come from Available Cash and the Money Account. If there are insufficient funds to cover your check and debit transactions, margin credit associated with your MOR Account, if available, will be used to cover these transactions.

In the event you do not have sufficient funds to cover check and debit transactions and the margin credit associated with your MOR account is not available to pay all items or withdrawal requests presented to us on a given day, we may pay such items or honor such requests in any order we choose, and we may return items or refuse payment requests in any order we choose. You will be responsible for the payment of any fees which are imposed as the result of our decision making process.

MOR ACCOUNT SERVICES

Securities Account. The Securities Account within the MOR Account is established and maintained at Morgan Keegan pursuant to rules administered by the SEC, the Federal Reserve, the FINRA, the New York Stock Exchange and other national securities exchanges registered with the SEC under the Securities Exchange Act of 1934, as well as the policies and procedures of Morgan Keegan. You may use your Securities Account to purchase and sell securities on margin or on a fully paid basis. You will pay all customary transactional fees incurred, including brokerage fees for securities transactions and interest on margin loans, if any. The interest rates charged by Morgan Keegan for margin loans are based on the prime rate and may range from .50% below to 1.50% above the prime rate (as referred to in the Morgan Keegan Statement of Credit Terms), depending upon the amount owed, and will be charged beginning on the day Morgan Keegan extends a margin loan. On August 1, 2008, Morgan Keegan’s margin loan rates ranged from 4.50% to 6.50%. Under current rules of the Federal Reserve, the maximum loan value of marginable common stock is 50% of its current market value.

Additional Information about Margin Loans. Investors should understand that borrowing on margin and using stocks as collateral involves a high degree of risk. In addition, market conditions can magnify any potential for loss; and if the market turns against the investor, he will be required to deposit additional securities and/or cash in the account. Otherwise, the securities in the account may be sold to meet the margin call.

Money Account. The Money Account within the MOR Account will include either (a) one of three money market mutual fund account or (b) a Regions FDIC-Insured Deposit Account. (These Money Account choices are the same options that were available and were made in conjunction with the opening of your Morgan Keegan brokerage account. You need not make any choices specific to your MOR Account. You may change to another Money Account option at any time.)

1. Money Funds.

Each of the following is a money market mutual fund that offers an investor a different investment objective:

General Money Market Fund, Class B shares

The fund seeks as high a level of current income as is consistent with the preservation of capital. To pursue this goal, the fund invests in a diversified portfolio of high quality, short-term debt securities, including the following:

- Securities issued or guaranteed by the U.S. government or its agencies or instrumentalities
- Certificates of deposit, time deposits, bankers' acceptances and other short-term securities issued by domestic or foreign banks or their subsidiaries or branches
- Repurchase agreements, including tri-party repurchase agreements
- Asset-backed securities
- Domestic and dollar-denominated foreign commercial paper, and other short-term corporate obligations, including those with floating or variable rates of interest
- Dollar-denominated obligations issued or guaranteed by one or more foreign governments or any of their political subdivisions or agencies

Normally, the fund invests at least 25% of its net assets in domestic or dollar-denominated foreign bank obligations.

General Government Securities Money Market Fund, Class B shares

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity. To pursue this goal, the fund invests solely in securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities, and repurchase agreements, including tri-party repurchase agreements. These instruments include those backed by the full faith and credit of the U.S. government and those that are neither insured nor guaranteed by the U.S. government.

General Municipal Money Market Fund, Class B shares

The fund seeks to maximize current income exempt from federal personal income tax, to the extent consistent with the preservation of capital and the maintenance of liquidity. To pursue this goal, the fund normally invests substantially all of its assets in short-term, high-quality municipal obligations that provide income exempt from federal personal income tax. The fund also may invest in high quality, short-term structured notes, which are derivative instruments whose value is tied to underlying municipal obligations. In addition, the fund may invest temporarily in high quality, taxable money market instruments, including when the portfolio manager believes that acceptable municipal obligations are unavailable for investment.

¹An investment in these funds is not a bank deposit. An investment in these funds is not insured or guaranteed by the FDIC or any other government agency and is not guaranteed by, or an obligation of, Regions or any other bank. Although each fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a fund, including possible loss of principal amount invested.

See the Prospectus for more information concerning the investment objectives of the Money Funds. Certain features described in the Money Fund prospectus are not available in connection with shares of the Money Fund purchased through your MOR Account. These include, among others, direct purchases and purchase and redemption by federal wire transfer. Dreyfus Service Corporation is the distributor of the Money Funds.

The purchase or redemption of shares of any of the Money Funds is at net asset value (expected but not guaranteed to be \$1.00 per share) without the imposition of any initial sales charge. If a Money Fund is designated as your sweep selection, then Available Cash will be invested at the net asset value automatically each Business Day in shares of the Money Fund. You may change your sweep selection by notifying Morgan Keegan.

If you have designated a Money Fund as your sweep selection, you authorize Morgan Keegan to invest the Available Cash into that Money Fund. You authorize Morgan Keegan to redeem shares of that Money Fund to satisfy obligations in connection with your MOR Account, including without limitation, obligations resulting from brokerage transactions, ATM Transactions, Card Transactions and, for MOR Accounts with check writing privileges, check and ACH transactions. You also may redeem shares directly. Simply write or phone in your order to your Morgan Keegan Financial Advisor.

Each of the Money Funds declares dividends on those days it is open for business and pays dividends monthly, which are reinvested in additional shares. Shares of the Money Funds, including those shares purchased with reinvested dividends are not insured by the FDIC or any other federal or state government agency, are not deposits or obligations of, or guaranteed by, Regions or any other bank.

In view of the Morgan Keegan MOR Account's annual administrative fee, investors who seek to invest cash in the Money Funds, but who do not wish to use the MOR Account's services, should consider more suitable investments, including other such mutual funds offered to the public by Morgan Keegan that have investment objectives similar to those of the Money Funds.

Although the principal of your Money Fund is not guaranteed, the Money Funds seek to maintain the net asset value per share at \$1.00. Yields will fluctuate. See “Net Asset Value” in the Fund prospectus.

INVESTMENT IN SHARES OF THE MONEY FUNDS IS ONLY ONE OF THE SERVICES PROVIDED AS PART OF THE MOR ACCOUNT. INVESTORS ARE ADVISED TO READ THE PROSPECTUS OF THE MONEY FUNDS IN CONJUNCTION WITH THE MOR ACCOUNT AND THIS AGREEMENT (INCLUDING OTHER DOCUMENTS AND AGREEMENTS REFERENCED HEREIN) FOR ADDITIONAL IMPORTANT INFORMATION.

2. Regions FDIC-Insured Deposit Account.

You may elect to have Available Cash in your MOR Account placed in the Regions FDIC-Insured Deposit Account. If you have designated the Regions FDIC-Insured Deposit Account as your sweep selection, you authorize Morgan Keegan to deposit Available Cash into the Regions FDIC-Insured Deposit Account. You authorize Morgan Keegan and Regions to deposit and withdraw funds from the Regions FDIC-Insured Deposit Account Fund to satisfy obligations arising in connection with your MOR Account, including without limitation, obligations resulting from brokerage transactions, ATM Transactions, Card Transactions and, for MOR Accounts with check writing privileges, check and ACH transactions.

Amounts deposited into the Regions FDIC-Insured Deposit Account are protected by FDIC insurance up to the Standard Maximum Deposit Insurance Amount (“SMDIA”) permitted under federal law, but are not considered cash or securities covered by SIPC or excess-SIPC protection. The SMDIA for a Regions FDIC-Insured Deposit Account is currently \$100,000 in principal and accrued interest per depositor for all accounts in the same right and capacity. The SMDIA is higher for individual retirement accounts (“IRAs”), certain eligible deferred compensation plans described in Section 457 of the Internal Revenue Code, as amended (“IRC”), self-directed individual account plans under Section 3(34) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and self directed plans under Section 401(d) of the IRC (so called Keogh plans or HR 10 plans), which currently are insured up to a maximum of \$250,000 per participant in the aggregate. The SMDIA for all types of Regions FDIC-Insured Deposit Accounts will be adjusted for inflation beginning in 2010. For certain types of pension accounts with more than one participant, the FDIC insurance limit is determined separately under FDIC rules on a “pass through” basis for each vested participant, allowing more deposit insurance coverage than would be available if the deposit insurance limit were set for the plan as a single owner. Please see the Morgan Keegan New Account Client Agreement and Disclosure Statement for more detailed information. If you decide to switch from the Regions FDIC-Insured Deposit Account to a Money Fund, Morgan Keegan may initiate transfers to move funds from the Regions FDIC-Insured Deposit Account to the Securities Account portion of your MOR Account in order to purchase shares in the Money Fund you choose. The funds moved from the Regions FDIC Insured Deposit Account will not be FDIC insured when they are transferred to the Securities Account portion of your MOR Account.

If you decide to switch from a Money Fund to the Regions FDIC-Insured Deposit Account, Morgan Keegan may initiate transactions to redeem shares of the Money Fund you selected as your sweep selection and transfer the proceeds to the Regions FDIC-Insured Deposit Account. The funds moved from your Money Fund will not be covered by SIPC or excess-SIPC protection after they are transferred to the Regions FDIC-Insured Deposit Account. The Regions FDIC-Insured Deposit Account is subject to additional terms and conditions that begin on page 11.

Morgan Keegan may from time to time, without prior notice to or approval from you, change the Money Accounts available for the MOR Account by adding new Money Account options, eliminating existing Money Account options, or changing the terms of Money Account options, and/or may move your funds from the Money Account that you have selected to another category of Money Account that is described in this Agreement or that Morgan Keegan may make available in the future. If the offering of any particular Money Account is suspended or terminated for any reason, we are authorized, but not obligated, to cause automatic investments of Available Cash to be placed in a comparable Money Account. If you do not designate a Money Account, the Available Cash in your MOR Account, in our sole discretion, will be placed in the Regions FDIC-Insured Deposit Account or will accumulate daily interest at a rate published periodically by Morgan Keegan. The interest rate will fluctuate with market conditions. Credit balances receiving daily interest must be intended for reinvestment.

Other MOR Account Features:

Regions Zero-Balance Deposit Account.

All MOR Account clients will receive a Regions Zero-Balance Deposit Account. You can use your Regions Zero-Balance Deposit Account to add funds to your MOR Account. All funds deposited to the Regions Zero-Balance Deposit Account through the Regions ATM and branch networks will be transferred to your Securities Account at Morgan Keegan at the end of each Business Day. The Regions Zero-Balance Deposit Account is subject to additional terms and conditions that begin on page 11.

MOR Check Writing Privilege.

You may execute withdrawal and payment transactions against the Combined Asset Value of your MOR Account with a check writing privilege established by Morgan Keegan at Regions. There is no minimum dollar amount for checks written. Use of the check writing service is subject to applicable fees, including but not limited to, fees for stop payment on checks, checks returned for insufficient funds, and copies of checks. These fees and charges are subject to change and additional fees and charges may be added. Unless required by law

or this Agreement, you may not receive notice in advance of such fee changes and additions. All fees will be charged to your MOR Account. Regions will notify Morgan Keegan each Business Day of checks written by you and processed by Regions for payment. When notified, Morgan Keegan will remit available funds to Regions for your checks by debiting your MOR Account, subject to the terms and conditions of this Agreement. Cancelled checks will not be returned to you. You may request copies of specific checks, in which case a fee will be charged. Your monthly MOR Account statement will show the check image, including date written and payee name. To place a stop payment on a check, you must call Regions at 1-800-Regions so that it has reasonable time to act on your stop payment order. A stop payment confirmation will be mailed to your address of record. The stop order will remain in effect for one year. Stop orders may be renewed each successive year. Additional fees will apply to renewed stop orders.

If you elect to maintain a cash MOR Account rather than a margin MOR Account, any check written in excess of the Available Cash in your MOR Account and the available proceeds or funds from the Money Account may be dishonored by Morgan Keegan and you may be assessed a fee. Morgan Keegan may, in its discretion, pay any check written against your MOR Account even though the check causes an overdraft to the account. You agree to pay the overdraft amount and any applicable fee. If the account is a multi-party account, you agree that all persons on the account will be personally liable, jointly and severally (and solidarily if applicable), for payment to us of all overdrafts on the account, regardless of which account holder created the overdraft and whether the account holders knew of the overdraft, participated in activity on the account, or benefited from the overdraft. Morgan Keegan is under no obligation to let you overdraw your MOR Account. The honoring of past overdrafts will not obligate Morgan Keegan to honor overdrafts in the future. You understand that any overdraft in your MOR Account may be subject to a security interest that you have granted in the past or will grant in the future to support another debt you owe us.

You should be aware that the check writing service is intended to provide you with easy access to your assets in your MOR Account, but that a MOR Account is not a bank account. You agree that the checks you write in connection with the check writing service constitute drafts drawn on Morgan Keegan. Such drafts are payable through Regions Bank, but Regions Bank is not the payor or drawee with respect to such drafts. Regions is a presenting bank and has no responsibility, obligation, or liability for the payment or dishonor of checks. You waive and agree that we may waive certain legal requirements called presentment, demand for payment, protest, notice of protest and notice of dishonor with respect to any and all checks cashed by us or credited to or charged against your account. You agree to be bound by any operational procedures and processes established from time to time between Morgan Keegan and Regions Bank with respect to the processing of checks and other transactions affecting your MOR Account. There is a \$2,500 daily maximum for checks cashed at a Regions Bank location and this may change without prior notification to the customer.

Other than funds swept and held in a Regions FDIC-Insured Deposit Account, assets in your MOR Account are not insured by the FDIC or any other federal or state government agency; are not deposits or other obligations of, or guaranteed by, Regions or any other bank; and are subject to investment risks, including possible loss of principal amounts invested.

MOR Platinum VISA® CheckCard.

All MOR Account clients with check writing privileges may request a MOR Platinum VISA®CheckCard. The Card is a debit card—not a credit card—that may be used to make purchases of merchandise or services at all establishments that accept the Visa CheckCard and to withdraw cash from your MOR Account through ATM and Point-of-Sale terminals. Unless you are otherwise notified, there is a \$600 daily maximum for cash withdrawals made through an ATM. All purchases and withdrawals using the Card will be posted to your MOR Account at Morgan Keegan and paid by automatic debit. The Card also may be used at any Regions ATM to make deposits to your Regions Zero-Balance Account. There are no fees for ATM transactions within the Regions Bank ATM network. Usage fees may be charged by the owners of ATM machines outside the Regions network. Prior to using your card, call Regions at 1-800-295-VISA (8472) to have it activated. If your card is lost or stolen, please call 1-800-295-VISA (8472). The use of the Card is subject to the terms and conditions of the Card agreement and disclosure statement that is mailed with the Card, as amended from time to time.

MORewards Award Point Program.

All MOR Account clients holding an activated MOR Platinum VISA® CheckCard will be automatically enrolled in the MORewards program. This program entitles you to earn 1 point for every dollar spent using your MOR Platinum VISA®CheckCard as well as 1 point for every \$10 of annualized balances in the Money Funds and the Regions FDIC-Insured Deposit Account (up to 75,000 points per year). Clients must have an activated Card to earn points on money market balances. Points can be redeemed for airline travel without blackout dates, stays at luxury hotels, rental car vouchers, vacation packages, concierge services, and gift cards from a variety of national retailers. To redeem points and for concierge assistance, call 1-877-205-2686. The service is subject to additional terms and conditions as described on page 16.

MOR E-Bill Management Service.

A MOR Account client may elect to enroll in the MOR E-Bill Management Service with Bill Pay provided the account has MOR check writing privileges. Your MOR Account will be charged a \$7.50 monthly fee when you enroll for the E-bill Management Service. You may enroll online through the Morgan Keegan Client Access website. The service allows you to receive bills from third-parties (where applicable) and to make bill payments to third-parties from your MOR Account through your personal computer with a modem or DSL connection. Bill payments are debited to your MOR Account either electronically or by drafts that clear like MOR checks. All bill payments that have cleared each month will be reported on your MOR Account statement. The service is subject to additional per item fees that will be debited directly from your MOR Account. Those fees are: NSF Fee \$15.00, Forward Original Bill fee \$4.00, Forward Item from payee \$2.50, Change of Address Form \$0.60. For additional terms and conditions of this service, refer to page 21. Additional charges for telephone, cable, ISP, and other services might apply. Fees are subject to change.

Combined Monthly Account Statement.

All MOR Account clients will receive a combined monthly MOR Account statement that sets forth, among other things, the assets in the MOR Account for the preceding month and, to the extent available, their valuation or balance, dividends received from any Money Fund or securities within the MOR Account, check writing activity, ATM Transactions, Card Transactions, MOReward point totals, E-Bill payments and margin loan charges, if any.

Direct Deposit Service.

All MOR clients may elect to enroll in the Direct Deposit Service. The service allows you to have your payroll, pension, Social Security and other recurring payments deposited electronically into your MOR Account at Morgan Keegan on your payroll date or on the effective date of the payment. The service is subject to additional terms and conditions. Your Morgan Keegan Financial Advisor can provide more information about enrolling in the service.

Morgan Keegan Client Access Service.

All MOR clients may elect to enroll in the MOR Client Access Service. This internet-based service allows you to review your account information online via Morgan Keegan's Web site at www.morgankeegan.com. Through the MOR Client Access Service, you have access to up-to-date information on your investments, pending transactions and checking activity. Users of Intuit Quicken® and Microsoft® Money personal finance management software programs may retrieve investment data from their MOR Account. A User ID and password are required to access the service. The service is subject to additional terms and conditions. Your Morgan Keegan Financial Advisor can provide information about enrolling in the service upon request.

SUPPLEMENTAL INFORMATION

Your Securities Account and other accounts at and relationships with Morgan Keegan (the "Morgan Keegan Accounts") are governed by the substantive laws (excluding laws of conflict) of the State of Tennessee and, where applicable, the laws of the United States. Your Regions Zero-Balance Account and other accounts maintained at Regions (the "Regions Accounts"), together with your Card Transactions and other relationships with Regions relating to the MOR Account, are governed by the substantive laws (excluding laws of conflict) of the State of Alabama and, where applicable, the laws of the United States, subject to the express terms of any separate, specific agreements you enter into with Regions. Your relationships with the providers of other products and services related to the MOR Account may be subject to the laws of other jurisdictions as provided in this Agreement or in separate agreements that you may have with them. The terms and conditions applicable to your Morgan Keegan Accounts, your Regions Accounts, your Card Transactions, and other products and services you utilize in connection with the MOR Account apply to you, your heirs, executors, administrators, successors, and assigns. It will benefit Morgan Keegan, Regions, the providers of such products and services, and their respective successors and assigns.

Assets in the Security Account within your MOR Account are not insured by the FDIC or any other federal or state government agency; are not deposits or other obligations of, or guaranteed by, Regions or any other bank; and are subject to investment risks, including possible loss of principal amounts invested

Morgan Keegan may post debits and credits to your MOR Account in any order it determines, even if posting a particular debit or credit results in an insufficient balance in the your MOR Account to pay other debits that otherwise could have been paid. Morgan Keegan is not required to examine the Combined Asset Value in your MOR Account more than once to determine whether a debit posted is to be paid or returned unpaid, even if other funds are credited to the account or become available for withdrawal after we examine the Combined Asset Value.

As provided by this Agreement, Morgan Keegan reserves the right to terminate your MOR Account for any reason. You may also terminate your MOR Account at any time. Such termination by Morgan Keegan or you will result in the cancellation of all services provided in connection with the MOR Account, including, but not limited to, your Card privileges and, for MOR Accounts with check writing privileges, your check writing privileges. You will remain responsible for the payment of all obligations and charges resulting from the use of your MOR Account, Card Transactions, check writing privileges, and/or other MOR Account services, whether arising before or after termination. Without limiting the right of Morgan Keegan to terminate your MOR Account for any reason, Morgan Keegan may terminate your MOR Account if its average value is less than \$8,000 for each of two consecutive months, or if on the anniversary date of the opening of your MOR Account, it does not have a value of at least \$8,000. New York Stock Exchange rules require that a minimum of \$2,000 of equity be maintained in your MOR Account.

From time to time, certain state administrative agencies have questioned whether the operation of arrangements similar to the MOR Account constitutes banking under the laws of their state. In addition, legislation has been proposed in certain states that, if enacted, could require a modification of the MOR Account in those states. Morgan Keegan is not a bank and we believe that the operation of the MOR Account does not constitute banking under the laws of any state. Adverse rulings in any state that the MOR Account constitutes unauthorized banking or the adoption of legislation by any state affecting the MOR Account could force Morgan Keegan to terminate MOR Accounts of those clients who are residents of any such state.

This Agreement (including documents and other agreements referenced herein) and any Money Fund prospectus may be changed from time to time without prior notice to you. You agree that Morgan Keegan and/or Regions will not be liable for any loss to you unless such entity is grossly negligent or engages in willful misconduct in fulfilling their obligations relating to the MOR Account. In no event will Morgan Keegan or Regions be liable for consequential, special or indirect damages or loss. You agree that Morgan Keegan or Regions will not be liable for any loss caused directly or indirectly by compliance with securities or banking regulations or resulting from any other reason or condition beyond the control of Morgan Keegan or Regions.

Other Applicable Terms and Conditions.

Verification of Deposits. All deposits received and receipts issued are subject to subsequent verification and corrections if necessary.

Availability of Deposited Funds. With respect to deposits at Regions, the policy of Regions is to make funds from your cash and check deposits available to you on the first Business Day after Regions receives your deposit. Electronic direct deposits will be available on the day Regions receives the deposit. Once the funds are available, you can withdraw them in cash or with check and other debit transactions through your MOR Account at Morgan Keegan, subject to the terms of this Agreement. For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and holidays. If you make a deposit before 2:00 p.m. (or other times as may be displayed) on a Business Day that Regions is open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. (or other times as may be displayed) or on a day that Regions is not open, Regions will consider that the deposit was made on the next Business Day Regions is open.

Account Statements. Morgan Keegan will be responsible for providing you with periodic account statements. Any disputes concerning an account statement must be raised in writing with Morgan Keegan. You must report any such irregularity promptly, and in no event later than sixty (60) days after the closing date of the account statement. Failure to report such irregularity within sixty (60) days shall preclude you from recovering any amounts, subject to the requirements of applicable law.

Deposit Brokerage and Other Fees. You acknowledge and understand that fees, including a deposit brokerage fee, will be paid to Morgan Keegan with respect to accounts established with Regions and for services provided by Morgan Keegan to Regions, including, among other things, maintaining required records concerning your interest in any account at Regions. 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 that you provide to us in connection with your account, and to request and obtain credit and account information reports and verifications of employment, salary, assets, and references for such purpose.

Closing Your Account. You may terminate your interest in any account at Regions and your agency relationship with Morgan Keegan and close or transfer your interest in such account at any time, upon notice to Morgan Keegan, and we may terminate any account maintained at Regions at any time without notice. In either of such events you will remain responsible for any outstanding fees or obligations relating to such account. This Agreement will continue to govern matters relating to your account or any interest you have therein that arose before termination or that may arise later.

Non-Personal Accounts. If an account holder is a corporation, unincorporated association, limited liability company, limited liability partnership, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or other account documents represents and agrees that 1) such person is fully authorized to execute all documents in the capacity stated therein; 2) such person has furnished all documents necessary to evidence that authority; and 3) the account holder will furnish any other documents in such form as we may request from time to time. We are not required to recognize any resolution affecting the account that is not on our form. Any change in authorized representatives will not be effective against us until three (3) Business Days after our receipt of the documents effecting the change, provided however, we may recognize such change earlier.

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.

Arbitration and Waiver of Jury Trial. This Agreement involves transactions in interstate commerce. All disputes and claims pertaining to your account (including services linked to your account) or the relationships that arise therefrom, whether based in contract, tort or otherwise, shall be subject to binding arbitration in accordance with the arbitration provision within the Morgan Keegan New Account Client Agreement and Disclosure Statement and the procedures set forth therein, except that, with respect to disputes and claims relating to Regions, notice required thereunder shall be directed to Regions at its corporate office in Birmingham, Alabama. 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 your account in accordance with your or Morgan Keegan's, acting as your agent, instructions or orders, or in accordance with this Agreement, and we incurs 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 your account, any ownership or authority disputes regarding your account, or any other action regarding your account where we are the prevailing party. We may charge your account for such costs and expenses without further notice to you.

Changing This Agreement. We may amend this Agreement and the fees and charges applicable to your account. You will receive notice of amendments that are not in your favor. Your continued use of your account after the effective date of any amendment, 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 amendment. 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 account holders, or to enforce any of our rights with respect to later transactions with you.

Notices. All notices concerning your 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. Notices directed to Regions will be effective upon receipt by Regions of such notice from Morgan Keegan, provided however, Regions shall have a reasonable opportunity to act on such notice.

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.

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 Regions or Morgan Keegan has 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.

Discontinued and Reclassified Accounts. We reserve the right to discontinue certain account programs and to modify the qualifications for certain account programs, in which case your account may be reclassified to another account program. We may discontinue a service or reclassify an account without prior notice to or approval from you.

Joint Accounts. An account having more than one present owner is called a joint account. Each joint owner is bound by all of the terms and conditions of this Agreement. Each joint owner appoints the other joint owner(s) as his or her attorney-in-fact to conduct all business with respect to the account including, but not limited to, issuing stop payment orders, depositing funds to the account, withdrawing funds from the account, closing the account and receiving the balance of funds in the account, and endorsing any item payable to other joint owner(s) or payable jointly to any joint owner(s) and any other person, and either depositing the item in the account or receiving all or any part of the item in cash. The authority granted herein to each joint owner shall extend to any conservator, guardian, or other fiduciary or personal representative of such joint owner. Each joint owner also may appoint one or more attorneys-in fact without notice to or consent of any other joint owner and no other joint owner will have the authority to revoke or limit the power of attorney made by another joint owner. We are not required to remove a joint owner from the title to a joint account without the written consent of the other joint owner(s). The liability of each joint owner on a multi-party account is joint and several (and solidarily if applicable).

Death of a Joint Owner. Upon the death of any party to a joint account, the surviving owner(s) agrees to promptly give us written notice thereof. Before or after receiving such notice, we may restrict transactions in the account, retain all or any portion of the funds or assets therein, and/or require such additional papers (including inheritance or estate tax waivers) as we may deem advisable to protect ourselves against any tax liability, penalty or loss under any laws or otherwise. Each surviving owner and the estate of the deceased joint owner shall continue to be jointly and severally liable to us for any overdraft balance in or loss relating to the account. Upon the death of any party to a joint account with right of survivorship or a joint account held by spouses as tenants by the entirety, funds in the account become the property of the surviving joint owner(s), who may continue to exercise full authority over the account, subject, however, to our right to set-off against the account for any amounts owed by the decedent or any surviving joint owner. Upon the death of any party to a joint account held as tenants in common, we may distribute the funds and assets in any manner required or permitted under applicable law, without liability for such distribution to any surviving owner, the deceased owner's estate, or any other person or entity. In most circumstances, the funds and assets will be apportioned in equal shares among the estate and the surviving owner(s), absent clear evidence of the owners' contrary intention. Such distribution similarly is subject to any rights of set-off as described above. The title and ownership rights of deposit

accounts at Regions shall be consistent with title and ownership rights of the Securities Account at Morgan Keegan, as designated in the MOR Account Application Form and the Morgan Keegan New Account Form, associated therewith; provided, however, that in any situation where we cannot determine to our satisfaction the proper distribution of funds or assets from a joint account upon the death of one owner, at our sole discretion we may freeze the funds or assets indefinitely pending a resolution deemed satisfactory to us, such as (without limitation) a binding agreement among all interested parties or a final decision of an arbitrator or court having jurisdiction over the matter.

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.

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.

Deposit Slips. All deposit slips must be on forms obtained through Morgan Keegan. You are responsible for verifying the accuracy of all information on such forms. Our liability, if any, for any printing errors on forms obtained from us is limited to the cost of replacement.

Fees and Charges. Your account and the transactions within the account are subject to fees set by us 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.

Automated Clearing House. From time to time, you may be a party to an ACH entry that may be credited to your account. You agree to be bound by applicable automated or other clearing house rules and regulations then in effect. You will be notified of the receipt of an ACH entry only in the account statement that Morgan Keegan provides you. You may confirm receipt of an item by contacting Morgan Keegan. You agree that payment of ACH entries will be processed on the basis of the identifying number, even if the identifying number identifies a person or entity different from the named party in the transaction.

Please review carefully all documents and other agreements referenced herein for additional important information, terms and agreements.

If you have any questions about your MOR Account, you should call your Morgan Keegan Financial Advisor or the Morgan Keegan Customer Service Line at (901) 579-4397 or 1-800-290-2358.

ADDITIONAL TERMS APPLICABLE TO DEPOSITS AT REGIONS BANK

Regions Zero-Balance Account.

Funds Deposited. Funds deposited into your Regions Zero-Balance Deposit Account at Regions will be transferred out of the account at the end of each Business Day and credited to your MOR Account at Morgan Keegan on the next Business Day. You will not be permitted to withdraw funds from the Regions Zero-Balance Account. All withdrawals (for example, debits and checks) will be made from your MOR Account at Morgan Keegan.

No Minimum Deposit. There is no minimum deposit to open your Regions Zero-Balance Deposit Account. There is, however, a minimum asset requirement of \$10,000 to establish a MOR Account with Morgan Keegan.

Items Deposited. Regions may refuse, accept for collection only, or return all or part of any deposit. We will act as your agent in collecting any items deposited in accordance with our customary practices, clearing house rules and applicable law. All credit for items deposited is provisional and subject to revocation if the item is not paid for any reason. Regions shall not be deemed to have received items sent by mail, or placed in the lobby depositories, night depositories, or any other type of depositories we operate, until after we have received actual delivery of those items sent by mail or removed the contents from such depositories. All deposits received after the cutoff hour or on Saturday, Sunday or a bank holiday will be deemed to be deposited on the next Business Day. Until Regions removes items from the depositories, we are only responsible for loss of such items caused by our gross negligence or willful misconduct.

Endorsements. If you (1) deposit an item bearing an endorsement that is outside of the area extending 1 1/2 inches from the trailing edge of the back of the item or (2) otherwise cause the endorsement of the first bank of deposit to be obscured, and this causes a delay in the return of the item, you will be responsible for any loss or expense we may incur. The trailing edge is defined as the left side of the item as viewed from the front.

Identification of Account. You will be responsible for any loss or expense caused by your failure to properly identify the Regions Zero-Balance Account as the account to which a deposit is made or intended to be made.

Items Returned. If a deposited item is returned unpaid, we will reverse the credit to your account or, at our option, debit the amount from your MOR Account at Morgan Keegan. At our option and without notice to you that the item has been returned, we may resubmit any returned item for payment. You waive presentment, notice of dishonor and protest, and agree that we have no obligation to notify you of any deposited item which is returned to us. Unless prohibited by applicable law, we may charge back to your account or your MOR Account at Morgan Keegan the amount of any deposited or cashed item that was initially paid by the payor bank but later returned due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, or other problem which in our judgment justifies reversal of credit. We may process a copy or other evidence of the returned item in lieu of the original.

Fee for Items Returned. All deposited items returned are subject to a return item fee, as disclosed in our schedule of fees, as amended from time to time.

Foreign Currency. If Regions takes an item payable in foreign currency for deposit or collection, you will bear all exchange rate risk. We will not credit the item to your account until we have received the proceeds in U.S. dollars.

No Automated Clearing House Transactions. You may not use your Regions Zero-Balance Account to initiate or receive automated clearing house ("ACH") transactions. All ACH transactions will be effected through your MOR Account at Morgan Keegan.

No Check Writing Privileges. You may not write checks against your Regions Zero-Balance Deposit Account. Some MOR Accounts clients, however, will have check writing privileges against their MOR Account at Morgan Keegan as described elsewhere in this Agreement.

No Interest Earned. Your Regions Zero-Balance Account will not earn interest.

Regions FDIC-Insured Deposit Account.

Morgan Keegan as Agent. You appoint Morgan Keegan as your agent with regard to the Regions FDIC-Insured Deposit Account. Morgan Keegan, as your agent, will establish and deposit all funds into the account. The account will be evidenced by a book entry on Morgan Keegan's account records. No evidence of ownership, such as a passbook or certificate, will be issued to you. All deposits must be made through Morgan Keegan. We may refuse or return all or part of any deposit. Deposits received after our established cutoff hour or on Saturday, Sunday or a bank holiday will be deemed to be deposited on the next Business Day. Delivery of items to Morgan Keegan will not constitute delivery of such items to Regions.

Payment Of Interest. Interest will be paid at the rate and on the interest payment dates established from time-to-time by Regions in its sole and absolute discretion. 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 your account. Regions 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. 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. Non-Personal Accounts will earn interest only to the extent permitted by Regulation Q. The interest rate paid with respect to the Regions FDIC-Insured Deposit Account may be higher or lower than the interest rate available to direct depositors for comparable accounts. You acknowledge and agree that Morgan Keegan may distribute interest earned on the FDIC-Insured Deposit Account to you and to other MOR Account customers who have elected such sweep option according terms established by Morgan Keegan. 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 deposit account with other accounts, sweep options and alternatives offered by Morgan Keegan.

Internal Accounting of Balances. A Regions FDIC-Insured Deposit Account is administered as follows: For most purposes, a Regions FDIC-Insured Deposit Account is considered as one account. For internal bank accounting purposes, however, we reserve the right to treat the account as consisting of two 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 (excluding certain transfers initiated by courier or in person at a bank office). The regulatory limitation on 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 the Target Balance, which is defined below, will be automatically transferred 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 (excluding certain transfers initiated by courier or in person at a bank office). 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. The Target Balance is the designated balance which will be maintained in the Transaction Sub-Account when possible by automatic transfer of funds from the Savings Sub-Account. The Target Balance may change from time to time without notice to the account holder. All transfers of funds between the sub-accounts will be made automatically. The account holder 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 7 days' advance notice before permitting a withdrawal from the Savings Sub-Account. We are required by law to reserve this right.

Please refer to the Morgan Keegan New Account Client Agreement and Disclosure Statement and related supplements for further information.

ELECTRONIC FUND TRANSFER DISCLOSURE TO CONSUMERS

(THE DISCLOSURES AND TERMS IN THIS SECTION ARE APPLICABLE ONLY TO THE EXTENT THAT YOUR ACCOUNT HAS BEEN ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES AND IS OTHERWISE SUBJECT TO REGULATION E OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM.)

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (EFT Act). The EFT Act, subject to certain exceptions and qualifications, covers fund transfers that are initiated through an electronic terminal, telephone, computer or magnetic tape, including automated clearinghouse (ACH) transactions and preauthorized electronic direct deposits and preauthorized electronic payments to third parties to or from your checking account, other transaction accounts or savings account. Your rights, protection, and liabilities are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. You may contract with us or other service providers for the provision of a specific electronic fund transfer service (for example, by requesting an ATM or check card, or by enrolling for the use of online or electronic banking or bill payment services) and receive separate terms and conditions and EFT Act disclosures pertaining to that service. Such separate terms, conditions, and disclosures will govern and control with respect to the electronic fund transfer service for which they were provided to you.

1. Types Of Available Transfers. Unless you have contracted with us or another service provider for a different or specific electronic fund transfer service or access device for your account(s), ACH and preauthorized electronic fund transfers generally are the only types electronic fund transfers that may affect your account. The following are examples of ACH transactions and/or preauthorized electronic fund transfers:

- (a) If you have check writing privileges, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. This is known as "electronic check conversion." For instance, assume that you purchase goods from a merchant. You provide the merchant with a voided check which allows the merchant to capture routing, account and serial number information. The transaction is processed electronically through ACH, and your account is debited for the purchase price of the goods.
- (b) If you have check writing privileges, you may send a check to a merchant who bills you on a periodic basis. The merchant uses the information on the check to process your payment electronically through ACH and your account is debited for the bill.
- (c) You authorize your employer in writing to pay you through direct deposit of your paycheck to your account. You provide your employer with account and routing number information to enable your employer to credit your account. The transfers will take place on a recurring basis, at substantially regular intervals, and will require no further action from you to initiate the transfers. The transfers are processed electronically through ACH, and your account is credited for the amount of your paycheck each payday.
- (d) You give advance written authorization to your telephone company to debit your account electronically each month in the amount of your monthly telephone bill. You provide your telephone company with account and routing number information to enable your telephone company to debit your account. The transfers will take place on a recurring basis, at substantially regular intervals, and will require no further action from you to initiate the transfers. The transfers are processed electronically through ACH, and your account is debited for the amount of your telephone bill each month.

2. Limits On Transfers.

- (a) You are not permitted in any statement cycle or calendar month, whichever period is shorter, to make more than six transfers or withdrawals from a savings or money market account to another account you have with us or to a third party by means of preauthorized or automatic transfers, or by means of telephonic (including data transmission) agreement, order or instruction, or by means of personal computer (including online banking and bill payment services). No more than three of such six transfers may be made by draft, check, ATM or debit card, or similar order to a third party (to the extent permitted by the account).
- (b) There may from time to time be limits on the number and dollar amount of electronic fund transfers that you can make. These limits are for security reasons and may change from time to time. There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations.

3. Right To Receive Documentation Of Transfers.

- (a) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using any electronic terminal (You may need to request and enter into a separate agreement for an ATM card, debit card or check card in order to effect transactions at certain electronic terminals).
- (b) Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us to find out whether or not the deposit has been made.
- (c) Periodic statements. You will get a monthly account statement for each month in which an electronic fund transfer is made to or from your account. In any case, you will get the statement at least quarterly for each account to which or from which an electronic fund transfer may be made.

4. Your Liability For Unauthorized Transfers; Advisability Of Prompt Reporting. An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished by you with the means to access your account, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

- (a) Tell us AT ONCE if you believe any access device, code, PIN, or other means of electronically accessing your account has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all your money in your account (plus your maximum overdraft funding amounts). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone electronically accessed your account without your permission.
- (b) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device, code, PIN, or other means of electronically accessing your account, and we can prove we could have stopped someone from electronically accessing your account without your permission if you had told us, you could lose as much as \$500.00.
- (c) Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- (d) If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.

5. Our Liability For Failure To Make Transfers. If we do not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, your account does not contain enough money to make the transfer.
- (b) If the transfer would go over any existing credit limit on your overdraft line, or other credit account.
- (c) If your funds are being held or frozen or are subject to legal process.
- (d) If the electronic terminal where you are making the transfer does not have enough cash.
- (e) If the electronic terminal (or system) was not working properly and you knew about the breakdown when you started the transfer.
- (f) If circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters) prevent the transfer, despite reasonable precautions that we have taken.
- (g) If you have exceeded the limitations on frequency of transfers or dollar amount of transfers.
- (h) If your access device, code, PIN, or other means of electronically accessing your account has been reported lost or stolen, or has been damaged, or if we have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal.
- (i) If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us.
- (j) If making the transfer would cause us to violate any law, rule or regulation to which we are subject.
- (k) If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).

There may be other exceptions to liability stated in this Agreement or other agreements with you or otherwise provided by applicable law.

6. Disclosure Of Account Information To Third Parties. We will disclose information to third parties about your account or the transfers you make:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission, or
- (e) Otherwise in accordance with our privacy notice. You may obtain a copy of our privacy notice at any time by visiting any of our offices or by visiting our website, currently at www.regions.com.

7. Right To Stop Payment On Preauthorized Transfers And Procedure For Doing So; Right To Receive Notice Of Varying Amounts; And Our Liability For Failure To Stop Payment.

- (a) **Right To Stop Payment And Procedures For Doing So.** If you have arranged in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at the number shown below or write us at the address shown below in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- (b) **Notice Of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (c) **Liability For Failure To Stop Payment Of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

8. What Constitutes A Business Day. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

9. In Case Of Billing Errors Or Questions About Your Electronic Transfers. You may call us at the telephone number shown below or you may write us at the address shown below as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number.
- (b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account] after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days [ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account] to investigate your complaint or question. If it is necessary to take this additional time, and your written notification has been received by us, we will credit your account within ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account] for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account], we will not credit your account and we will still have up to forty-five (45) days [ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account] for our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

10. Telephone Number And Address To Be Notified In Event Of Lost, Stolen Or Compromised Access Device, Or Unauthorized Transfer. If you believe that your access device, code, PIN, or other means of electronically accessing your account has been lost or stolen, or compromised, or that someone has transferred or may transfer money from your account, without permission, using information from your check or otherwise, you should call the number below or write to the address provided.

Call toll free **1-800-290-2358**

Or write
Morgan Keegan & Company, Inc.
Attn: Customer Service Dept.
50 N. Front Street
Memphis, TN 38103

11. Fees. You should refer to our schedule of fees, which is included with other documentation and disclosures we have provided to you in connection with the opening of your account, for information regarding any fees associated with fund transfers covered by the EFT Act. Such fees are subject to change from time to time, and we will provide you with notice of such changes as required by law. The owners/operators of electronic fund transfer systems may charge fees for transactions that are not disclosed in our schedule of fees.

ADDITIONAL TERMS APPLICABLE TO THE MORewards AWARD POINT PROGRAM

1. Participation is restricted to individuals who are U.S. account holders. Corporations, trusts, partnerships and similar accounts, and individuals maintaining an Individual Retirement Account (IRA) or other retirement accounts are ineligible to participate. However, living trusts are eligible to receive Award points provided the tax I.D. number and Social Security number are one and the same.
2. The account holder will accumulate points on the basis of one point per dollar of net eligible purchases posted to the account holder's debit card account; exclusive of cash advances, traveler's checks, and returns. Also, one point will be earned for every \$10 invested in General Money Market Funds or FDIC-Insured deposit account (or such other account balances as may be included in the Program from time to time). Balances are annualized and posted quarterly. Points do not accumulate for fees of any kind. All points are forfeited upon account closing. Changes to the above may be made at any time at the sole discretion of Morgan Keegan & Company, Inc. ("Morgan Keegan").
3. Points will begin to accrue upon enrollment in the program which occurs when you activate your MOR Platinum VISA®CheckCard. Annual point accumulations are limited to 75,000 per calendar year. Points cannot be earned until a MOR Account has been opened. No retroactive credit will be given. Points may not be combined from different accounts to earn an award. Points are non-transferable under any circumstances. Points cannot be used in conjunction with other frequency or award programs. All points are forfeited upon account closing. Points will expire three years from the end of the calendar quarter in which they were first earned. Points redeemed and expired points will be based on a first-in, first-out basis. Quarterly MORewards statements will show points that are due to expire at the end of the following calendar quarter.

Gift Cards:

4. Points may be redeemed for gift cards from more than 40 national retailers. Point redemption levels are as follows:
 - 8,000 points = \$100 gift card (available only for selected retailers)
 - 20,000 points = \$250 gift card
 - 40,000 points = \$500 gift card

A current list of participating retailers can be found at:

www.morgankeegan.com/MORewards

Participating retailers are subject to change at any time and without notice.

Travel Awards/Coach Airline Tickets:

5. 15,000 points may be redeemed for a \$200 Hertz voucher that can be applied towards any vehicle rental expense at participating Hertz locations in the United States, Puerto Rico, and St. Thomas. No blackout dates or capacity controls apply. The renter will not receive credit for frequent traveler bonus miles/points when using a voucher. Vouchers may not be redeemed in whole or in part for cash, and shall be considered fully redeemed once surrendered at time of rental. Vouchers may not be combined with any other voucher, coupon, certificate, tour rate, group rate or promotion. Voucher eligibility will expire on the date shown on the voucher, one (1) year from date of issuance, and may only be used by the person whose name appears on the voucher. Vouchers are not transferable. A limit of three (3) vouchers may be used at one time. Renters must meet Hertz's credit, age, and driver qualifications at the time and place of vehicle rental.
6. 25,000 points may be redeemed for a round trip coach class ticket on any scheduled U.S. airline carrier for travel within any of the 50 United States. The ticket will be a nonrefundable and nonchangeable round trip coach class ticket valued up to \$500 including taxes and destination charges. Additional costs, such as overnight shipping, are at the account holder's expense. Account holders may elect to pay the difference for tickets valued over \$500. Trips must originate in the United States.
7. 35,000 points may be redeemed for a round trip coach class ticket on any scheduled U.S. airline carrier from the 50 United States to Canada, Mexico, or the Caribbean. The ticket will be a nonrefundable and nonchangeable round trip coach class ticket valued up to \$700 including taxes and destination charges. Additional costs, such as overnight shipping, are at the account holder's expense. Account holders may elect to pay the difference for tickets valued over \$700. Trips must originate in the United States.
8. 50,000 points may be redeemed for a three consecutive night stay at any participating Marriott Vacation Club resort. The guest will stay in a 2 bedroom and 2 bath villa that accommodates up to six people and includes a gourmet kitchen, washer and dryer and whirlpool tub. The guest must present and surrender award at check-in. No credit will be issued if the stay is less than three nights. This award may be used to pay for the expense of a comfortable villa. It does not include other food, beverages, parking, non room-related service

charges, other taxes or other incidental expenses. Awards are not replaceable if lost, stolen, destroyed, or expired. All offers are subject to rules availability at time of booking. Advance reservations are required.

9. 50,000 points may be redeemed for a round trip coach class ticket on any scheduled U.S. airline carrier for travel from the 50 United States to Europe or Russia. The ticket will be a nonrefundable and nonchangeable round trip coach class ticket valued up to \$1,000 including taxes and destination charges. Additional costs, such as overnight shipping, are at the account holder's expense. Account holders may elect to pay the difference for tickets valued over \$1,000. Trips must originate in the United States.
10. 75,000 points may be redeemed for a round trip coach class ticket on any scheduled U.S. airline carrier for travel from the 50 United States to Asia or the South Pacific. The ticket will be a nonrefundable and nonchangeable round trip coach class ticket valued up to \$1,500 including taxes and destination charges. Additional costs, such as overnight shipping, are at the account holder's expense. Account holders may elect to pay the difference for tickets valued over \$1,500. Trips must originate in the United States.
11. 80,000 points may be redeemed for a round trip coach class ticket on any scheduled U.S. airline carrier for travel from the 50 United States to Africa or the Middle East. The ticket will be a nonrefundable and nonchangeable round trip coach class ticket valued up to \$1,600 including taxes and destination charges. Additional costs, such as overnight shipping, are at the account holder's expense. Account holders may elect to pay the difference for tickets valued over \$1,600. Trips must originate in the United States.
12. 85,000 points may be redeemed for a round trip coach class ticket on any scheduled U.S. airline carrier for travel from the 50 United States to Australia or New Zealand. The ticket will be a nonrefundable and nonchangeable round trip coach class ticket valued up to \$1,700 including taxes and destination charges. Additional costs, such as overnight shipping, are at the account holder's expense. Account holders may elect to pay the difference for tickets valued over \$1,700. Trips must originate in the United States.
13. Account holders must book airline tickets at least 21 days in advance and the trip must include a Saturday overnight stay for coach class tickets. Interim stopovers of over four hours are not allowed. There is no limitation on connections. No frequent flyer capacity controls or blackout dates apply; however, ticket availability is the sole responsibility of the airline. Airline tickets may be purchased in any individual's name. Airline tickets will be sent to the account holder's billing address.

First class/business class:

14. 35,000 Points may be redeemed for a \$700 discount off any first class or business class airline ticket on any scheduled US airline carrier within the 50 United States.
15. 70,000 points may be redeemed for a \$1,400 discount off any first class or business class airline ticket on any scheduled US airline carrier within the 50 United States.
16. 105,000 points may be redeemed for a \$2,100 discount off any first class or business class airline ticket on any scheduled US airline carrier from the 50 United States to Mexico, Canada, or the Caribbean.
17. 140,000 points may be redeemed for a \$2,800 discount off any first class or business class airline ticket on any scheduled US airline carrier from the 50 United States to Europe or Russia.
18. 175,000 points may be redeemed for a \$3,500 discount off any first class or business class airline ticket on any scheduled US airline carrier from the 50 United States to Asia or the South Pacific.
19. 210,000 points may be redeemed for a \$4,200 discount off any first class or business class airline ticket on any scheduled US airline carrier from the 50 United States to anywhere in the World.
20. A seven-day advance notice is required, no Saturday night stay is necessary for a discount on a first or business class ticket. Tickets must be first or business class and purchased through the MORewards Redemption Center. A discount will be applied to the fare, the remaining cost of the fare will be charged to the MOR member's debit card account. The amount charged to the MOR debit account will be eligible for point accrual.

Other MORewards Program Terms:

21. MORewards accounts will be updated monthly. Active accounts will receive quarterly statements. Points are considered earned when they are posted to the Program. No advances will be given toward points earned. Points are not transferable.
22. Quarterly MORewards statements will indicate the number of points credited to the Program. You may not receive a quarterly awards statement due to a lack of activity in your account. If you do not receive a quarterly awards statement, you may inquire about your point accumulations by calling toll-free, 1-877-205-2686 from 9AM to 8PM (ET), seven days a week.

23. For redemptions, inquiries, and updates call 1-877-205-2686. Hours of operation are 9AM to 8PM (ET), seven days a week.
24. Lost or stolen or otherwise destroyed award tickets, certificates or documents are not reissuable or replaceable. Points may not be combined with any other discounts, special rates, promotions or other awards programs. In addition, Morgan Keegan and Affinion Loyalty Group (ALG) reserve the right to cancel any reservations or void any documents in connection with such awards and travel arrangements.
25. The Program has no predetermined termination date. We have the right to end the Program by providing written notice to participants. In that event, your right to earn and redeem points will end. Administrative services are provided by ALG and travel agency services are provided by its affiliate, Cendant Travel. Each is an independent contractor and is not affiliated with Morgan Keegan.
26. Morgan Keegan makes no representations as to current or future tax consequences regarding participation in the Program. Account holders should consult their own tax advisor for more information. Neither Morgan Keegan nor any of its affiliates is responsible for the failure of ALG to provide the benefits under this MORewards Program.
27. Morgan Keegan reserves the right to alter, change, or terminate the Program at any time. This means that Morgan Keegan may initiate changes impacting, for example, earning award points, mileage levels, rules for the use of travel awards, continued availability of travel awards, blackout dates, limited seating for travel awards and features of special offers.

Common Carrier Travel Accident Insurance Coverage

NOTICE FOR FLORIDA RESIDENTS ONLY: THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

Description of Coverage.

The Program. As an eligible Insured*, you, your spouse and your dependent children and any authorized users of the account (“Insured Person(s)”), will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any Common Carrier, provided the entire cost of the Common Carrier passenger fare(s), less redeemable certificates, vouchers or coupons, was charged to your MOR Platinum VISA® CheckCard. “Common Carrier” means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons for hire.

If the entire cost of the Common Carrier passenger fare is charged to your MOR Platinum VISA® CheckCard, coverage is provided: 1) while at the airport, terminal or station immediately preceding departure of the Common Carrier; 2) while riding as a passenger in, entering or exiting the Common Carrier; 3) while at the airport, terminal or station of your destination immediately following arrival of the Common Carrier; and 4) while traveling on a Public Conveyance directly from the airport, terminal or station immediately following arrival of the Common Carrier. In addition, if the entire cost of the fare has been charged to your account prior to your departure for the airport, terminal or station, coverage is also provided while riding as a passenger in, entering or exiting any Public Conveyance, but only while traveling directly to the airport, terminal or station, immediately preceding departure of the Common Carrier. “Public Conveyance” means any land only Common Carrier, including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge.

Coverage ends on the following: 1) when you alight from any Public Conveyance after departing from the airport, terminal or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station on a Public Conveyance; or 2) when you depart from the airport, terminal, or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station using other than a Public Conveyance.

**Insured means a cardholder of a MOR Platinum VISA® CheckCard. Cardholder means an individual who has been issued a Card by Regions Bank, including his or her spouse and unmarried, dependent children under the age of 19 (25 if a full-time student at an accredited college or university).*

Eligibility. This Common Carrier travel accident insurance coverage is provided to MOR Platinum VISA® CheckCard holders automatically when the entire cost of the Common Carrier passenger fare(s) is charged to a MOR Platinum VISA® CheckCard while this insurance is effective. It is not necessary for you to notify Morgan Keegan, Regions Bank, the Program Administrator, or the Company when Common Carrier tickets are purchased.

The Cost. This travel insurance program is provided at no additional cost to MOR Platinum VISA® CheckCard cardmembers of Morgan Keegan.

Beneficiary. The loss of life benefit is paid to the beneficiary designated by the Insured Person. If no such designation has been made, or if no beneficiary is living on the date of the Insured Person’s death, that benefit will be paid to the first beneficiary in the following order: a) the Insured Person’s spouse; b) the Insured Person’s children; c) the Insured Person’s parents; d) the Insured Person’s brothers and sisters; or e) the Insured Person’s estate. All other indemnities will be paid to the Insured Person. If you desire a specific beneficiary other than as designated above, notify the Program Administrator, at the address below. The beneficiary designation supersedes any previous notification you may have made.

The Benefits. The full Benefit Amount of \$1,000,000 is payable for accidental loss of life, two hands or two feet, sight of both eyes, one hand or one foot and sight of one eye, speech and hearing or any combination thereof. "Injury" means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Insured Person is covered under the Policy, but not loss resulting from sickness or disease. One half of the Benefit Amount is payable for accidental loss of: one hand, one foot, sight of one eye, speech or hearing. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the metacarpophalangeal knuckle joints of at least four fingers on the same hand, with respect to thumb and index finger, complete severance through or above the metacarpophalangeal knuckle joints of both fingers on the same hand, with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot or thumb and index finger of the same hand even if they are later reattached. "Benefit Amount" means the maximum amount applicable at the time the entire cost of the passenger fare is charged to a MOR Platinum VISA® CheckCard. The loss must occur within one year of the accident. If the Insured Person has multiple losses as the result of one accident, the Company will pay the single largest Benefit applicable to the losses incurred. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual Insured Person as the result of any one accident. In the event of multiple losses arising from any one accident per MOR Account, the Company's liability for all such losses will be subject to an aggregate limit equal to twice the Benefit Amount for loss of life. Benefits will be paid to each Insured Person on a proportionate basis up to this MOR Platinum VISA® CheckCard account aggregate limit of liability.

Note: Maximum benefits for any one single accident are limited to a \$30,000,000 aggregate for all Insured Persons of Morgan Keegan combined. Benefits will be paid to each Insured Person on a proportionate basis up to this aggregate limit of liability.

Exclusions. This insurance does not cover any loss caused by or resulting from intentionally self-inflicted injury; suicide or attempted suicide, whether sane or insane; war or act of war, declared or not; injury sustained while riding on any aircraft except a Civil or Public Aircraft or Military Transport Aircraft; or injury sustained while riding on any aircraft a) as a pilot, crewmember or student pilot or b) as a flight instructor or examiner.

Effective and Termination Date. Your insurance under this program is effective on the later of: 1) April 1, 2002; or 2) the date you become an eligible person. Your insurance under this program will cease on the earliest of: 1) the date the insurance policy is terminated; 2) the date your MOR Account ceases to be in good standing; or 3) the date you cease to be an eligible Cardmember.

Filing Claims for Benefits: To file a claim under this program, simply call the Program Administrator toll free at 1-800-735-1408, Monday through Friday, 8 a.m. - 9 p.m., Eastern Time, or write to the Program Administrator: Cardwell Agency, P.O. Box 6175, Westerville, OH 43086-6175. The Program Administrator will provide you with instructions and forms for filing proof of loss. Written notice of claim must be given to the Company within 20 days after the occurrence of any covered loss, or as soon thereafter as is reasonably possible.

Please read this Description of Coverage and keep it in a safe place with your other insurance documents. This Description of Coverage is not a contract of insurance but is simply an informative statement to each eligible Cardmember of the principal provisions of the insurance. Complete provisions pertaining to this program of insurance are contained in Policy Number 9028666 issued and underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (the "Company"), with offices in New York, NY. If a conflict exists between a statement in this Description of Coverage and any provisions in the Policy, the Policy will govern.

If you have any questions regarding this Common Carrier Travel Accident Insurance program, call toll-free: 1-800-735-1408, Monday through Friday, 8 a.m. - 9 p.m., Eastern Time.

Note: This Description of Coverage replaces any and all Descriptions of Coverage previously issued with respect to the insurance described herein.

* "Cardmember" means an individual who has been issued a debit card account by Regions Bank. Other eligible persons include a Cardmember's respective legal spouse; children who are primarily dependent on the Cardmember for maintenance and support and who are under the age of 19, or up to age 25 if classified as a full-time student at an institution of higher learning; and authorized users (any person who is authorized by the Cardmember and registered with Morgan Keegan to use the Cardmember's account).

Common Carrier Baggage Reimbursement.

The Plan. As an eligible Insured*, you are eligible to receive reimbursement for amounts actually paid for direct physical loss or damage occurring anywhere in the world to Checked and/or Carry-On Baggage** and personal property contained therein. Reimbursement will be on an Actual Cash Value**** basis at the time of loss. This coverage applies provided the entire cost of the Common Carrier*** passage fare is charged or debited to your MOR Platinum VISA® CheckCard.

* Insured means a cardholder of a MOR Platinum VISA® CheckCard. Cardholder means an individual who has been issued a Card by Regions Bank, including his or her spouse and unmarried, dependent children under the age of 19 (25 if a full-time student at accredited college or university). The term spouse includes "domestic partner." Domestic partner means a person designated by and listed as a Domestic Partner on the account of the Primary cardholder, who is at least 18 years of age, and who during the past twelve (12) months: a) has been in a committed relationship with the primary cardholder; b) has been the primary

cardholder's sole spousal equivalent; c) has resided in the household as the primary cardholder; and d) has been jointly responsible with the primary cardholder for each other's financial obligations and intends to continue the relationship described indefinitely.

** Checked Baggage means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to the Insured by a Common Carrier. Carry-On Baggage means suitcases or other containers specifically designated for carrying personal property, which are carried on board a Common Carrier by the Insured.

*** Common Carrier means any land, water, or air conveyance operated under a license for the transportation of passengers for hire.

**** Actual Cash Value means the cost to replace the lost or damaged personal property at the time of loss, less depreciation.

Eligibility. This Common Carrier Baggage Reimbursement is provided to you, as an Insured, automatically when the entire cost of the Common Carrier passage fare is charged or debited to your eligible account. It is not necessary for you to notify the Insurance Company or Plan Administrator at the time the passage fee is charged or debited to your account.

The Cost. This coverage is provided at no additional cost to eligible Insureds under the master policy issued by Federal Insurance Company (the Company).

Amount of Insurance. The Company's liability will be for a maximum reimbursement of \$5,000 per insured, of which no more than \$200 will be for all jewelry and fur. Payment will be on an Actual Cash Value basis at the time of loss. Coverage under this plan will be excess over all other insurance or indemnity available to the Insured.

Exclusions. Coverage does not apply to loss resulting from or to the following:

- Any dishonest, fraudulent, or criminal act of the Insured;
- Forgery by the Insured;
- Loss due to war or confiscation by authorities;
- Loss due to nuclear reaction, or radioactive contamination;
- Sporting Equipment, unless checked with the Common Carrier and for which a claim check has been provided by the Common Carrier;
- Animals and perishables;
- Cameras and accessory equipment;
- Eye glasses and contact lenses;
- Prosthetic devices including dentures and hearing aids;
- Tickets, valuable papers and documents;
- Credit Cards and Debit Cards;
- Securities, money, art objects, electronic equipment and business items;
- Bullion or precious or semi-precious metals as well as stones or gems other than that contained in items of personal jewelry owned by the Insured;
- Household furniture;
- Motor vehicles, boats, watercraft and aircraft or parts for such conveyances.

Effective Date. This plan is effective May 1, 2004 and will cease on the date the master or group policy terminates in which case you will be notified by Morgan Keegan or on the date you no longer qualify as an eligible Insured, whichever occurs first.

Misrepresentation and Fraud. Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

Coverage for an Insured will be void if, whether before or after a loss, the Plan Administrator or its subscribing organization(s) has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured therein, or in case of any fraud or false swearing by the Plan Administrator or its subscribing organization(s) relating hereto.

Claim Procedure. After a claim occurs, the Insured must contact the Claims Administrator at 1-800-735-1408, Monday through Friday (ET) between 8 a.m. and 9 p.m. for coverage to be verified. The Insured will then be asked to send the Claims Administrator or its authorized representative written notice of a claim, including the Insured's name and policy number, within 45 days of the date of the covered loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. To file a sworn Proof of Loss, the Insured must send the following information to the Claims Administrator or its authorized representative:

- A copy of the Account statement showing the Common Carrier fare charged;
- A copy of the initial claim report submitted to the Common Carrier;
- Proof of submission of the loss to and the results of any settlement by the Common Carrier;

- Proof of submission of the loss to and the results of any settlement or denial by the Insured's personal insurance carrier(s).
- If no other insurance is applicable, a notarized statement from the Insured to that effect; and
- Evidence that the personal property has actually been replaced.

Reimbursement for covered losses will be paid to the Insured within sixty (60) days after receipt of the Proof of Loss.

For Insureds who are New York State Residents. To the extent that this plan provides insurance against the loss or damage to baggage and its contents, the following terms and conditions apply:

- The loss or damage must occur while the Insured is in transit.
- The maximum amount of insurance is \$2,000 per bag, including contents, subject to a maximum aggregate amount of \$10,000 for all Insureds per trip.
- If no other insurance is applicable, a notarized statement from the Insured to that effect.

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of Insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the master policy on file with the Plan Administrator. If a statement in this Summary of Coverage and any provision in the policy differ, the policy will govern.

Plan Administrator
 Cardwell Agency, Inc.
 P.O. Box 6175
 Westerville, OH 43086-6175

Plan Underwriter
 Federal Insurance Company
 A Member Insurer of the Chubb Group of Insurance Companies
 15 Mountain View Road, P.O. Box 1615
 Warren, NJ 07061-1615

ADDITIONAL TERMS APPLICABLE TO THE MOR E-BILL MANAGEMENT

E-Bill Management Center Subscriber Agreement

Metavante Corporation, (“we”, “us”, “our”) and you are entering into this Agreement for us to provide you with access to our Metavante online bill delivery, payment and management services (the “Metavante Services”), our Metavante website (the “Metavante Site”), and our data (the “Data”) in consideration of the payment of the fees we charge and subject to the terms of this Agreement. In this Agreement, “Biller” means a third party whose billing statements you have requested us to present to you online under the terms of this Agreement.

License. Metavante Services, the Metavante Site, and the Data are our valuable property and trade secrets. We are a bill presentment and bill payment service company, and not a trust company or a bank, and we are not FDIC insured. During the term of this Agreement, we grant you a non-exclusive, non-transferable, limited license to use the Metavante Services and the Metavante Site at such time as they are generally available and to obtain and to use the Data solely as permitted by these terms. You are granted no license to use or access our software, data, or property other than for the purposes of using the Metavante Services.

Privacy. We do not sell individual customer names or nonpublic personal information to third parties, and have no intention of doing so in the future. Subject to our Official Privacy Policy, we may use, modify, and create new material using your bill content and other personal information only to provide the Metavante Service to you. By using the Metavante Service, you certify that you are the sole owner of your billing account information, or that you are authorized on behalf of all owners of the billing account information to authorize us to use the information for the purposes set out above. We will only disclose information about you to third parties if:

1. it is necessary to complete a transaction;
2. it is necessary to verify the existence and condition of your deposit account;
3. it is necessary to comply with a governmental agency or court order;
4. you give us your written permission; or
5. you ask us to assist with posting of a payment at a payee.

Indemnity. You agree to defend, indemnify and hold us harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the Metavante Services or the Data.

Usage Limitations, Obligations and Availability. You agree that you will not provide access to the Metavante Services to any party other than yourself and other joint owners of your Metavante account, and you will take reasonable precautions to safeguard your password (“Access ID”) and keep it confidential. You agree to use the Metavante Services and the Data only for lawful purposes. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access the Metavante Services. You must maintain the confidentiality of your assigned user name and password for the Metavante Services and you are responsible for all charges incurred under your user name and Access ID, unless otherwise provided under these terms. The availability of the Metavante Services, the Metavante Site and the Data may be subject to interruption and delay due to causes beyond our reasonable control.

Changes to the Metavante Service and this Agreement. We reserve the right to change the Metavante Services and this Agreement, including fees, in our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using the Metavante Services and terminate this Agreement as described below. Your use of the Metavante Services after you are notified of any change will constitute your agreement to the change.

Authority to Debit Account. You authorize us to charge your deposit account in order to fund payments that you initiate using the Metavante Service. Such charge may take the form of a demand draft drawn against your account, an Automated Clearing House (ACH) debit entry or other electronic transfer. You will designate a settlement account for us to charge (the “funding account”) and you agree to maintain a balance in that account that is sufficient to fund all payments you initiate. You represent and warrant that you have the right to authorize us to charge the funding account for payments you initiate using the Metavante Service and you will indemnify and hold us harmless from any claims by any other owner of the account. You also agree that we are not responsible for any overdraft or insufficient fund situation or charge (including, but not limited to, finance charges, late fees or similar charges) caused by your failure to maintain funds sufficient to pay all payments you initiate. You further agree that we may charge a service fee for any returned payment, including, but not limited to, returns resulting from insufficient funds in your account, the fact that your account is closed, or because you provided incorrect account or routing information to us. Currently, you are charged \$15.00 per returned payment. You agree that if there are insufficient funds in your account, we may (but we are not obligated to) advance the funds to make payment to the payee. You agree to pay us promptly on our request for any amounts that we have provided to fund any payment you have requested. You agree to promptly notify us in writing of any changes to the financial institution account information and authorize us to debit such account. You may stop payment of any single scheduled recurring payment by notifying Metavante at 1-866-434-2395 or by notifying your financial institution where your funding account is located orally or in writing at least three business days before the scheduled date of the payment. However, we will continue to charge your funding account for that payment and for other recurring payments until the expiration date you set for the payments or the date you cancel the recurring payments through the Metavante Service, whichever occurs sooner. In addition, if our ACH charge to your funding account is rejected or returned to us because you have instructed your bank or financial institution to stop the recurring payment, we will charge you the NSF Fee. Your bank or financial institution may require you to give written confirmation of the stop payment within 14 days of an oral notice. An oral notice may cease to be effective after 14 days.

Billing Statements. You authorize us to contact Billers on your behalf and to receive your billing statements and billing data, including the right to periodically access third party biller Web sites designated by you (“Biller Sites”), on your behalf, to retrieve your electronic billing data (“eBill”). You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your eBills, and to use your name, passwords, usernames and any other information you provide to us for purposes of providing the Metavante Service for you. You agree that we may use and store this information on our servers. You are responsible for all charges associated with our use of any Biller Site on your behalf and you agree to comply with the terms of use for the Biller Site.

Mail Sorting and Shredding.

You authorize and direct us to open all physical and electronic mail we receive on your behalf, whether or not the mail is also or only addressed to you. You also authorize us to scan your paper bills into our system and to make and retain paper copies, electronic copies, or images of those bills. Mail is categorized into the following types and will be handled as follows:

1st Class Mail.

All 1st class mail may be opened and all bills, invoices, statements of account and similar items will be scanned into the system. All other materials, whether included with a bill or sent to us separately may be examined. Pertinent information other than a bill or billing inserts, such as a significant change in service or pricing, will be included as subsequent pages with your bill. If such information is sent as a separate mailing, it will be scanned and presented to you as a separate notice.

Payments and other items that we determine that you need to receive (for example, a check from your biller for credit balance reimbursement) will be forwarded to you at the address we have for you on file. All other such mail (e.g. coupons, advertising, newsletters, etc.) will be shredded and/or discarded. We will use our judgment in making the determination as to what to scan, what to shred and what to forward, and we are not responsible if you disagree as to our decision in that regard. We will shred all scanned bills and notices on site prior to discarding them. If you have a question as to whether a particular item will be scanned, shredded or forwarded, please send your question by e-mail addressed to the customer support group designated on the web site.

Mail Other Than 1st Class.

All mail other than 1st class mail or its equivalent may be shredded and/or discarded without opening it to examine its contents. Bulk, standard, and non-profit are included in this class.

Packages/Junk Mail.

We are not responsible for forwarding packages to you, regardless of the class of mail used to deliver them to us. You must make arrangements with those parties from whom you purchase goods or from whom you otherwise expect packages to be sent to you, to have those packages sent to a delivery address. Our customer service team is available to assist you in designating shipping and billing addresses with your billers. If a package is sent to you at your member address, or the street address of the processing center, it will be refused and returned to the sender. You authorize us to contact third parties to delete your name at our address from any address list used by direct mail solicitors. In the event an item is forwarded to you, a fee may be assessed for this service.

Payment Addresses. We reserve the right to change the address used for paper payments, without notification, in the following situations:

- The information returned by our address cleansing process determines the format of the address does not comply with the USPS standards.
- We have determined that the address provided is not a valid address for the biller.
- The biller has closed the address, and provided us (via the USPS) with the new address.
- We have established a relationship with the biller to send payments to a different address than the one provided on the statement.
- In all cases, we attempt to act in a way to expedite the proper posting of your payment.

Periodic Account Activity Statement. Morgan Keegan will send you a monthly email notification of the arrival of your E-Bill Management activity statement. Your statement will include a summary of all your account activity and transactions for the preceding month (the "Periodic Account Statement"). You agree to promptly review each Periodic Account Statement and to notify us immediately if there are any suspected unauthorized payments or errors.

Procedures If Your Access ID Has Been Lost, Stolen, or Compromised or There Has Been Unauthorized Use of Your Access ID. If you believe that your Access ID has been lost or stolen, or that someone is using your Access ID without your permission, notify us IMMEDIATELY in order to keep your possible losses down.

The following is our contact information:

Telephone Number: 1-866-434-2395

E-mail Address: support@e-billmanagement.com

If you notify us within four (4) Business Days after you learn of the loss or theft, your maximum liability for unauthorized payments or transfers is \$50.00. If you do NOT notify us within four (4) Business Days after you learn of the loss or theft of your Access ID, and we can prove that we could have prevented someone else from using your account had you done so, your maximum liability for unauthorized payments or transfers is \$500.00.

If your brokerage checking account statement shows payments through the Metavante Services that you did not authorize, notify us IMMEDIATELY. If you do not notify us within ninety (90) days after the statement was mailed to you, you may not get back any of the money transferred from your account after the close of this ninety (90) day period and before you notify us or other money you lost if we can prove that we could have prevented the unauthorized payment had you told us in time. If a good reason (for example, a hospital stay or a long trip) prevented you from telling us sooner, we may, if we choose, extend this time.

An "unauthorized payment" is a payment conducted by a person who does not have actual, implied, or apparent authority to use your account, and which does not benefit you. If you give your Access ID to another person, all payments by that person are authorized unless and until you notify us that payments by that person are no longer authorized.

In Case of Errors or Questions about a Payment. ALL QUESTIONS ABOUT PAYMENTS MADE THROUGH THE METAVANTE SERVICES OR WITH YOUR ACCESS ID MUST BE DIRECTED TO US, METAVANTE CORPORATION, AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR FUNDING ACCOUNT. We are responsible for the Metavante Services and for resolving any errors in payments made through the Metavante Services or with your Access ID.

Your payment transactions will appear on the statement issued by the financial institution where you have your funding account. SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR FINANCIAL INSTITUTION. If you have any questions about one of these transactions, call or write us at the telephone number and address indicated below.

Contact us as soon as possible at 1-866-434-2395 if you think that a payment shown on the statement for your funding account is in error or if you need more information about a payment shown on your statement, we must hear from you no later than ninety (90) days after you received the FIRST statement on which the problem or error appeared. We will extend this period by a reasonable time if you can show that a delay resulted from your initial attempt to notify the financial institution where you have your funding account.

When you write or call us, you must:

- (1) Tell us your name and the account number we issued to you at the time you enrolled for the Metavante Service.
- (2) Describe the payment and/or transfer you are unsure about (Payee name, account information, transaction date, transaction amount) and explain as clearly as you can why you believe it is an error or you need more information. If possible, please provide us with a confirmation number for the transaction.
- (3) Tell us the dollar amount of the suspected error. If you tell us orally, or by electronic mail through the Metavante Service, we may require that you send your complaint in writing within ten (10) Business Days. We will tell you the result of our investigation within ten (10) Business Days after we receive your complaint and will correct any service error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will recredit the affected account within ten (10) Business Days after we hear from you, for the amount that you think is in error in order that you may have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not recredit your account.

If we decide that there was no error, we will mail or transmit to you a written explanation within three (3) Business Days after we have completed our investigation, and within ten (10) Business Days of the date of such explanation, we will debit your account of the amount previously re-credited to you for use during the time it took us to complete our investigation. You may ask for copies of documents used during our investigation.

Fees. Fees payable by you for use of will be calculated and deducted automatically either by Electronic Funds Transfer or by the drafting of a check from your account on a monthly basis. The monthly subscription fee for Metavante's Complete Bill Management service is determined by your brokerage firm. We may charge an additional fee if you request the original document for any item that has been scanned. All fees are subject to change from time to time upon 30 days notice to you. Invoices for fees are due and payable upon receipt.

Electronic Delivery. You agree to receive this Agreement and any and all disclosures and/or written notices required by the applicable law and regulation and all other communications electronically by e-mail or on your brokerage firm's website. Special technical specifications, including minimum browser requirements that are necessary to use the Metavante Site and to receive communications electronically are disclosed in the FAQ section of the Metavante Site. You also agree that we may respond to you with an e-mail to any communication you send to us, regardless of whether your original communication to us was an e-mail.

Prohibited Payments. You agree not to use the Metavante Service to make payments to payees outside the United States (a "Prohibited Payment"). You further agree that the following payments ("Restricted Payments") are discouraged, but may be scheduled at your own risk: (i) tax payments to the Internal Revenue Service or any state or other government agency, (ii) court ordered payments, such as alimony or child support, or (iii) payments to insurance companies. In the event we make an error in processing a Restricted Payment, you agree that we will not have any responsibility for any negative impact to you and you will be responsible for collecting any overpayment we have forwarded. The fact that we make a mistake in processing a Restricted Payment does not mean that we cannot collect from you or your account any funds we sent to the payee on your behalf. We will not notify you if you attempt to make a Prohibited Payment or a Restricted Payment and we will not be liable if we do not make a Prohibited Payment or a Restricted Payment. We may refuse to make any payment that we believe to be prohibited by law. We also reserve the right and will promptly notify you of our decision to refuse to make any other Payment.

Changes to Your Information. You agree to promptly update all your profile information, including, but not limited to, name, physical address, e-mail address and brokerage checking account information. Profile information may be updated by clicking on the Profile button in the Metavante Site. Changes to your brokerage checking account number or bank routing number must be submitted in writing on a payment authorization form available through the bill center website. We are not responsible for any mail we forward to your old mailing or e-mail address prior to your update of the Profile information. We are also not responsible for any problems resulting from a change in accounts that are not updated by you in the Profile section of the Metavante Site.

Term and Termination. You may terminate this Agreement by providing us with at least thirty (30) days prior written notice of termination, provided, however, that we may require you to contact Client Services via telephone to arrange for account closing and to confirm your identity. A fee per discontinuation change of address request may be included on your final bill. We may terminate this Agreement at any time upon notice to you, which may be delivered via email to your email address reflected in our records. In addition, if either party breaches a material provision of this Agreement, then the other party will have the right to terminate this Agreement immediately by giving notice to the party in breach. The termination of this Agreement shall not affect any fees or charges already due to us from you.

Disclaimer of Warranty. YOU EXPRESSLY AGREE THAT USE OF THE METAVANTE SERVICE AND THE DATA IS AT YOUR SOLE RISK, AND THE METAVANTE SERVICES, THE METAVANTE SITE, AND THE DATA ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE METAVANTE SERVICE. OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR THE METAVANTE SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

You must select the processing date for any payment, or specify a payment rule in the system that automatically selects this date for you, for each bill received. This date should be at least six business days prior to the payment due date to ensure that there is enough time for the biller to receive and post the payment to your account. As we cannot control the U.S. Postal Service or other aspects of the various systems and processes that together ensure that your payments get from us to your billers, we cannot guarantee that any payment will be received by the payment due date, and we are not responsible for any costs, expenses or other damages you incur if your payment is not received by the biller on or before the payment due date. However, if you have followed our rules, allow us sufficient time to make the payment, and we have issued you a confirmation number for a payment, we will reimburse you for any late charge assessed to you because we do not send that payment, up to a maximum of \$50.00 per late payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late fee before making reimbursement to you. THIS IS OUR ONLY OBLIGATION TO YOU FOR ANY PAYMENT DELAYS OR FAILURE. IN ADDITION, IF YOU DO NOT

FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT. We may set an expiration date for any payment check we issue from our own account. If we do this, we may stop payment of the check if the payee does not cash the check on or before the expiration date. We will then notify you and issue a credit to your funding account for the amount of the check.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

1. Your funding account does not contain sufficient funds to complete the payment or the charge is rejected or returned by your bank or financial institution.
2. Your funding account is closed.
3. We identify you as a credit risk because you have had several NSF's and choose to complete all your payments by paper means, or to terminate your use of the Services.
4. The payee rejects or returns the payment for any reason.
5. Your equipment, software or any communications link is not working properly.
6. The Metavante Service is down and you know or we have told you about the problem before you send the payment.
7. You have provided us with incorrect information about the payee you wish to pay.
8. The payee mishandles or delays handling or posting any payment we send.
9. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the transfer or payment from being completed.

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons. If we duplicate a payment or process a payment for the wrong amount, we will use our reasonable best efforts to recover your funds from the payee. However, if an overpayment causes a credit to your account with a payee, we may notify you of that fact and you will be responsible to make appropriate arrangements with the payee to receive a refund of the credit or have it applied against future balances. You will remain responsible to reimburse us for any funds we have paid on your behalf.

Other Provisions. Neither this Agreement nor any portion hereof shall be assigned, sublicensed or otherwise transferred by you without our prior written consent. If any provision of this Agreement is unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision. This Agreement shall be governed by and construed under the laws of the State of Wisconsin without regard to conflicts of laws provisions. You hereby consent to the jurisdiction of the state courts of Wisconsin and the federal courts within the state with respect to any claim relating to this Agreement. The Disclaimer of Warranty, Indemnity and the Other Provisions sections of this Agreement shall survive the termination of this Agreement. The parties agree that communications relating to the Agreement sent via e-mail constitutes a "writing" for all purposes, including the giving of notice, hereunder.

Entire Agreement. These terms and any terms or rules disclosed in the Metavante Site regarding use of the Metavante Services are the entire understanding and agreement between you and us with respect to the Metavante Service and supersede any other oral or written agreements.

Joint Owners. You may establish your account to use the Metavante Service with another party. An account having more than one owner is called a joint account. Each joint owner is bound by all the terms and conditions of this Agreement, and all references to "you" and "your" in the Agreement shall include all joint owners. Each joint owner agrees to be jointly and individually responsible for all charges and other obligations of any and all joint owners under this Agreement. Unless we are otherwise notified, in writing, by all owners of an account, each joint owner has full and independent authority to use the Metavante Service, the Metavante Site, and the Data as if they were the sole owner, and without the consent of or notice to any other joint owner. Such powers include, without limitation, the authority to: (a) view all billing data and pay bills or other obligations of any joint owner; (b) order the payment or transfer of funds from the funding account, whether or not such joint owner is an owner of the funding account; (c) receive notices, confirmations, statements, demands and other communications concerning the Metavante Service for and on behalf of all owners; (d) terminate, modify or waive any provision of this Agreement to the extent permitted herein; (e) close the account at any time. Unless we are notified in writing by all owners of an account, we may: (a) honor the orders and follow the instruction of any one joint owner, without liability to any other joint owner(s), and without any obligation to give notice to other joint owners, or to inquire whether such other owners consent; (b) honor any payment order from a joint account owner even though it may create an overdraft in any account (and all joint owners are jointly and severally liable for repayment of overdrafts created by any joint owner); (c) honor stop payment requests (including orders that no further payments be permitted from the account) from any joint owner, whether the original payment order was authorized by that owner or another joint owner; and (d) treat any notice required or permitted to be given concerning the account as being given to all joint owners when such notice is given to any one joint owner.

Morgan Keegan

Morgan Keegan & Company, Inc.
Members New York Stock Exchange, SIPC



Securities offered through Morgan Keegan are not FDIC-insured, not bank-guaranteed and may lose value.

Morgan Keegan & Company, Inc. / Morgan Keegan Tower / Fifty N. Front Street / Memphis, Tennessee 38103

MOR-TC-08/08