

## MORGAN KEEGAN MOR ACCOUNT TERMS AND CONDITIONS STATEMENT (“MOR AGREEMENT”)

This document reflects changes, additions, and corrections to the June 2010 Morgan Keegan MOR Account Terms and Conditions Statement. Revised September 2011

### Change A.

As a general replacement throughout the document, the term “Regions FDIC-Deposit Account” shall now be referred to as the “Regions Deposit Account”.

### Change B.

On page 4, the first complete paragraph the change shall be the insertion after the word “Regions” and before the word “are” the following: “other than the Regions Zero-Balance Deposit Account”.

### Change C.

The paragraph on page 8 entitled Deposit Brokerage and Other fees shall be revised and shall now be as follows:

Certain Fees: You acknowledge and understand that fees will be paid to Morgan Keegan 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.

The language will also found on page 8 will be duplicated on page 10 in the section entitled “Fees and Charges”.

References to “Deposit Brokerage” are to be deleted.

### Change D.

On page 11 of the MOR Disclosures, under the section entitled, Regions FDIC-Insured Deposit Account, there should be inserted the words “Federal Reserve” immediate preceding to the words “Regulation Q.”

### Change E.

The paragraph entitled “Internal Accounting of Balances” shall be replaced in its entirety by the following:

For most purposes, the account is considered as one account. For internal accounting purposes, however, we reserve the right to divide the account into 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 five (5) per statement cycle. The regulatory limitation of transfers from the Savings Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts. *Funds on deposit in the Savings Sub-Account will be maximized during each monthly statement cycle by automatic transfers from the Transaction Sub-Account, which will minimize the funds on deposit in the Transaction Sub-Account. In order to accomplish this goal, funds on deposit in the Transaction Sub-Account in excess of a Target Balance (which we may establish and change from time to time in our discretion) will be automatically transferred by Regions to the Savings Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Savings Sub-Account back to the Transaction Sub-Account to cover withdrawals made from the Transaction Sub-Account.* Following the fifth transfer from the Savings Sub-Account to the Transaction Sub-Account, all funds on deposit in the Savings Sub-Account will be transferred to the TransactionSub-Account until the beginning of the next monthly cycle. All transfers of funds between the sub-accounts will be made automatically by us. The structure of the account has no impact on FDIC insurance. We reserve the right to require seven days’ advance notice before permitting a withdrawal from the Savings Sub-Account. We are required by law to reserve this right.

### Change F.

On page 2, at 2) delete the words “non-FDIC insured”.

**All other terms and conditions remain the same.**